

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
KONANE KAI
68-151 Au Street
Waialua, Hawaii

REGISTRATION NO. 1149

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: August 31, 1979

Expires: September 30, 1980

SPECIAL ATTENTION

A comprehensive reading of this 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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 6, 1979, AND INFORMATION SUBSEQUENTLY FILED AS OF AUGUST 28, 1979. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES.

1. KONANE KAI is a proposed fee simple condominium project consisting of forty-five units in a 4-story apartment building with 59 parking stalls (including 14 for guests), a paddleball court, swimming pool, jacuzzi and hot tub, recreation rooms cabana and landscaped area.
2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Owners and a copy of the Condominium Map) have been submitted to the commission for examination but have not yet been filed.
4. No advertising or promotional matter has been submitted 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 Chapter 514A, Hawaii Revised Statutes, and the Condominium Rules and Regulations which relate to the Horizontal Property Regime.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, August 31, 1979, 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.
7. This Preliminary Public Report is made a part of the registration on KONANE KAI Condominium Project. The Developer is responsible for placing a true copy of this Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.

NAME OF PROJECT: KONANE KAI.

LOCATION: The 54,898 square feet property to be committed to the regime as a fee simple condominium project is situated at 68-151 Au Street, Mokuleia, Oahu, Hawaii.

TAX MAP KEY: First Division, 6-8-11-42, 43, 73 and 74.

ZONING: A-2 apartment district.

DEVELOPER: Oceanside Park, a Hawaii registered limited partnership, whose address is Suite 605, 1311 Kapiolani Boulevard, Honolulu, Hawaii 96814, Telephone (808) 524-3300 is the Developer.

The general partners are:

Leonard L. Wolfer, 1311 Kapiolani Boulevard, #605,
Honolulu, Hawaii 96814
Ph. No. 524-3300

Ralph V. Barouche, Makai Tower, Suite 1910, 733 Bishop Street,
Honolulu, Hawaii 96813
Ph. No. 536-5477

ATTORNEY REPRESENTING DEVELOPER: Hiroshi Sakai, Attorney at Law, A Law Corporation, Suite 602, 810 Richards Street, Honolulu, Hawaii 96813, Telephone (808) 531-4171.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects the project is to consist of one 4-story

apartment building without basement, having a total of 45 apartments including the manager's apartment together with 59 parking stalls including 3 compact parking stalls, loading zones and amenities to be constructed thereon in accordance with plans and specifications prepared by James K. Tsugawa, Registered Professional Architect.

The apartments in the project consist of three basic types of apartments:

a. Type A Apartment units contain a combined living-dining room, kitchen, two bedrooms, two bathrooms, two closets and a storage room. The total living area is 1,546 square feet and there is a lanai of 180 square feet.

b. Type B Apartment unit contain a combined living-dining room, kitchen, two bedrooms, two bathrooms, two closets and a storage room. The total living area is 1,199 square feet and there is a lanai of 180 square feet.

c. Type C Apartment units contain a combined living-dining room, kitchen, one bedroom, two bathrooms and two closets. The total living area is 893 square feet and there is a lanai of 180 square feet.

The number and location of the apartments are as shown on the proposed Condominium Map starting from left to right as you face the building.

a. First Floor.

Type A Apartments: 101 and 112
Type B Apartments: 102, 103, 110 and 111
Type C Apartments: 104, 105 and 109

b. Second through Fourth Floors are typical.

Type A Apartments: 201, 212, 301, 312, PH1 and PH12
Type B Apartments: 202, 203, 210, 211, 302, 303,
310, 311, PH2, PH3, PH10 and PH11
Type C Apartments: 204, 205, 206, 207, 208, 209, 304,
305, 306, 307, 308, 309, PH4, PH5,
PH6, PH7, PH8, PH9

Each of the apartments has access to the balcony, stairway and elevator to the ground floor, lobby, steps and to the street.

The respective apartments 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 of them or any pipes, wires, conduits or other utility lines running through them which are utilized for or serve more than one unit are deemed common elements. Each apartment shall be deemed to include all the walls and partitions, floors and ceilings which are not load bearing within its perimeter walls including paint, wallpaper, or the like, carpeting, floor covering and built-in fixtures. Additionally, the boundary lines of each apartment are the exteriors of doors, windows, and glass walls and the frames thereof and the lanai.

COMMON ELEMENTS: The common elements include:

- a. The land in fee simple.
- b. The foundations, floor slabs, columns, girders, beams, supports, bearing walls, roofs and stairways in the buildings.
- c. The yards, landscaping, paddleball court, cabana, swimming pool, hot tub, parking area, loading zone, unassigned parking stalls (#18-23, 45-51 and 59), lobbies, trash and mechanical rooms.
- d. On the first floor the meeting room, office, lobby, exercise, hobby and sauna rooms. The balconies, stairways, elevators, trash and mechanic rooms on each of the floors.
- e. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, hot and cold water and like utilities.
- f. All other parts of the project existing for the common use or necessary to the existence, maintenance and safety of the project.

LIMITED COMMON ELEMENTS: The limited common elements are the parking stalls set aside and reserved for the exclusive use of each apartment located on the ground level, the parking stalls being designated and assigned as set forth in the Exhibit attached hereto. Notwithstanding any provision in the Declaration, the apartment owners, with the consent of the Mortgagee, if any, shall have the right to change the designation of parking stalls which are appurtenant to the respective apartments by amendment to the Declaration and the respective apartment deeds or leases involved. The amendment shall be effective upon recording or filing of the same for record with the Bureau.

INTEREST TO BE CONVEYED TO THE PURCHASER: Each apartment shall have appurtenant thereto the following undivided interest in all the common elements of the project for determination of the common profits, expenses, voting and for all other purposes:

<u>Type of Apts.</u>	<u>No. of Apts.</u>	<u>% Common Interest</u>	<u>Totals</u>
A	8	3.07	24.56
B	16	2.38	38.08
C All Others	20	1.78	35.60
C Apt. 105	1	1.76	1.76
	<u>45</u>		<u>100.00</u>

PURPOSE OF BUILDING: The apartments shall be occupied and used as an apartment, resort, dwelling, or time sharing use for any time period or periods, including any annual recurring period on a fixed or floating basis, by the respective owners thereof, their tenants, families, domestic servants and social guests, subject to such limitation as may be contained herein, the By-Laws and the House Rules which may be adopted from time to time governing the use of the apartments. The parking stalls are intended and shall be used for parking purposes subject to such limitations as may be contained herein or the By-Laws and House Rules which may be adopted from time to time governing the use of the project. House Rules have not yet been submitted.

OWNERSHIP OF TITLE: A copy of a Certificate of Title issued on August 23, 1979 by Title Guaranty of Hawaii, Inc. certifies that the fee simple title to the land is vested in Tropical Contracting, Inc., a Hawaii corporation.

ENCUMBRANCES AGAINST TITLE: Said Certificate of Title issued by Title Guaranty of Hawaii, Inc. on August 23, 1979 notes the following encumbrances against the property:

1. The Improvement Assessment for Mokuleia Beach Subdivision, District No. 168, Lot No. 59-1, payable in 20 installments, balance of \$5,447.44, Installment No. 18 of \$1,815.85 plus interest at 6% of \$326.85 totaling \$2,142.70 due on July 5, 1980.

2. The reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. The location of the seaward boundary in accordance with the law of the State of Hawaii, and shoreline setback line in accordance with county regulation and/or ordinance.

4. As to Parcels First, Second and Third only:

(A) Agreement of Sale by and between Tropical Contracting, Inc., a Hawaii corporation, as Vendor, and Kenneth Y. Sugita, unmarried, James E. T. Koshiba, husband of Jane Y. Koshiba, Bert T. Kobayashi, Jr., husband of Harriet S. Kobayashi, Jeffrey N. Watanabe, husband of Lynn M. Watanabe, and James Kawashima, husband of Melvia J. Kawashima, each as to an undivided one-fifth (1/5th) interest, dated December 28, 1972, and recorded in the Bureau of Conveyances, State of Hawaii in Liber 8836, Page 427, in the amount of \$330,000.00; consent given by Alii Land, Inc., by instrument dated January 3, 1973, recorded in Liber 8855, Page 320.

Reference is made to said instrument for terms, conditions, restrictions, reservations, provisions, etc.

The interest of the Vendor in the foregoing Agreement of Sale by mesne assignments was assigned to FHI Financial Inc. (now known as Hawaii Thrift & Loan Incorporated), by instrument dated June 23, 1975 and recorded in Liber 10732 at Page 515.

(B) Restrictive Covenant contained in instrument recorded in Liber 8836 at Page 427; to-wit:

"The purchaser shall not place any used or secondhand buildings on the property herein described, or use or incorporate any used or secondhand materials into any buildings placed thereon prior to December 31, 1992. The purchaser covenants and agrees with the seller that the foregoing covenant shall run with the land and inure to the benefit of Lots 56-60, inclusive, Lots 65-71, inclusive, Lots 79, 80 and 87, Lots 90-94, inclusive, Lots 96, 99, 100, 104, 105, 108, 109, 110, 111, 112 and 120 as shown on File Plan No. 863, filed at the Bureau of Conveyances of the State of Hawaii."

5. As to Parcel Fourth only:

(A) Easement "3" (12 feet wide) in favor of the City and County of Honolulu situate along the westerly (side) boundary of said Lot as shown on File Plan No. 863.

(B) Agreement of Sale by and between Tropical Contracting, Inc., a Hawaii corporation, as Vendor, and Richard K. Sugita, unmarried, and James E. T. Koshiba, husband of Jane Y. Koshiba, each as to an undivided one-half (1/2) interest dated December 28, 1972, recorded in the Bureau of Conveyances, State of Hawaii in Liber 8836, Page 408, in the amount of \$94,500.00; consent given by Alii land, Inc., by instrument dated January 3, 1973, recorded in Liber 8855 at Page 316.

Reference is made to said instrument for terms, conditions, restrictions, reservations, provisions, etc.

The interest of the Vendor in the foregoing Agreement of Sale by mesne assignments was assigned to Hawaii Thrift & Loan, Incorporated, by instrument dated August 22, 1975 and recorded in Liber 10858 at Page 480.

(C) Restrictive Covenant contained in instrument recorded in Liber 8836 at Page 408, to-wit:

"The purchaser shall not place any used or secondhand buildings on the property herein described, or use or incorporate any used or secondhand materials into any buildings placed thereon prior to December 31, 1992. The purchaser covenants and agrees with the seller that the foregoing covenant shall run with the land and inure to the benefit of Lots 56-60, inclusive, Lots 65-71, inclusive, Lots 79, 80 and 87, Lots 90-94, inclusive, Lots 96, 99, 100, 104, 105, 108, 109, 110, 111, 112 and 120 as shown on File Plan No. 863, filed at the Bureau of Conveyances of the State of Hawaii."

6. For real property taxes, please refer to the Tax Assessor, First Division.

7. Sub-Agreement of Sale by and between Kenneth Y. Sugita, unmarried, James E.T. Koshiba, husband of Jane Y. Koshiba, Bert T. Kobayashi, Jr., husband of Harriet S. Kobayashi, Jeffrey N. Watanabe, husband of Lynn M. Watanabe, and James Kawashima, husband of Melvia J. Kawashima, the sellers of Parcels First, Second and Third, and Richard K. Sugita, husband of Judy Sugita, and James E. T. Koshiba, husband of Jane Y. Koshiba, the sellers of Parcel Fourth as Sub-Vendor and Oceanside Park, a Hawaii Limited Partnership as Sub-Vendee dated March 28, 1979 and recorded in the Bureau in Liber 13583, Page 589, in the amount of \$450,000.00; consent given by Tropical Contracting, Inc. by instrument dated March 29, 1979 recorded in Liber 13583, Page 611.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated July 5, 1979 certifies Title Guaranty Escrow Services, Inc., as Escrow. On examination, the specimen Reservation Agreement, Sales Contract and Escrow Agreement are found to

be in compliance with Chapter 514A, Hawaii Revised Statutes. Among other things the Sales Contract specifies that the lien of any construction mortgage shall be superior to the rights of a purchaser under a Sales Contract.

The provisions of the executed Escrow Agreement as filed with the Commission provides that disbursement from the Escrow fund will be made by Escrow Agent upon the written request of the Developer for the following purposes:

(a) To pay for construction costs of the buildings and other improvements and fixtures in such amount and at such times and in proportion to the valuation of the work completed by the contractor in accordance with the terms of the construction contract, as certified by a registered architect or professional engineer and as approved by Developer's mortgagee or a financially disinterested person who shall be designated in writing by the Developer and Developer's mortgagee, if any, who shall certify to Escrow in writing that he is financially disinterested (and Escrow shall have the right to rely on said certification).

(b) To other persons for architectural, engineering, finance, advertising and legal fees and other incidental expenses of the project (but not selling expenses or brokerage fees relating to sales of any apartments) to the extent approved by the Developer's mortgagee or said financially disinterested person.

(c) The balance of monies remaining in escrow shall be disbursed in accordance with the directions of the Developer and Developer's mortgagee or said financially disinterested person 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 claims if liens are filed; otherwise, forty-six (46) days after the filing of the affidavit of publication of notice of completion in the office of the Clerk of the Circuit Court where the Project is located, a copy of which shall have been delivered to Escrow; provided, further, that if any notice of mechanics' or materialmen's liens shall have been filed, the funds shall be disbursed only when such liens have been cleared or sufficient funds have been set aside to cover such claims.

The Escrow Agreement further provides that a purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to such purchaser, without interest, if any one of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow to return to purchaser the funds of purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales Contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, there shall have been a change in the building plans requiring approval of a

county officer having jurisdiction over the issuance of building permits (except such changes as are specifically authorized in the Declaration of Horizontal Property Regime or by the terms of the sales contract or to which said purchaser has otherwise consented in writing); or

(d) The Final Report differs in a material respect from the Preliminary Report, and the purchaser's written approval of such change shall not have been obtained; or

(e) The Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report and the purchaser has not waived his right to a refund.

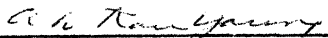
MANAGEMENT AND OPERATIONS: The Developer has selected as the initial managing agent Hawaiiana Management Company, Ltd., 1860 Ala Moana Boulevard, Suite 400, Honolulu, Hawaii.

STATUS OF PROJECT: The Developer has advised the Real Estate Commission that construction of the building will commence as soon as financing for construction has closed, which is tentatively scheduled for December, 1979. Based thereon, completion is estimated for August, 1980.

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 July 6, 1979 and information subsequently filed as of August 28, 1979.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1149 filed with the Commission on July 6, 1979.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock must be yellow in color.



AH KAU YOUNG, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING DEPARTMENT, CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

August 31, 1979

REGISTRATION NO. 1149

EXHIBIT

<u>Apt. No.</u>	<u>Parking Stall No.</u>	<u>Apt. No.</u>	<u>Parking Stall No.</u>
101	9	301	4
102	58	302	5
103	57	303	6
104	16	304	10
105	1	305	11
109	17	306	12
110	3	307	25
111	2	308	26
112	28	309	27
201	7	310	31
202	8	311	32
203	53	312	33
204	13	PH1	54
205	14	PH2	56
206	15	PH3	55
207	24	PH4	29
208	34	PH5	38
209	52	PH6	44
210	39	PH7	43
211	37	PH8	35
212	30	PH9	36
		PH10	41
		PH11	40
		PH12	42