

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

COMMODORE
555 Hahaione Street
Honolulu, Hawaii

REGISTRATION NO. 1238

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: April 17, 1980

Expires: May 17, 1981

SPECIAL ATTENTION

A comprehensive reading of this report 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 SUBMITTED JANUARY 10, 1980 AND INFORMATION SUBSEQUENTLY SUBMITTED AS OF APRIL 14, 1980. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT (CHAPTER 514A, HAWAII REVISED STATUTES), AS AMENDED.

1. The COMMODORE is a proposed leasehold condominium project consisting of a 15-story building with basement, containing one hundred fourteen (114) condominium apartments, and a manager's apartment to be a part of the common elements of the project. A separate 5-story parking structure will provide for a total of two hundred fifty-six (256) parking stalls, and include storage space, a mini-car wash and roof top tennis courts. With respect to the parking stalls, there will be two hundred thirty-seven (237) assigned to the condominium apartments with one (1) or more to each apartment, one (1) assigned to the manager's apartment and eighteen (18) for guest use.

2. The Developer of the project has filed all documents and material deemed necessary by the Commission for the registration of this proposed project as a condominium and issuance of the Preliminary Public Report.
3. The Developer reports that the Declaration of Horizontal Property Regime, Bylaws of the Association of Apartment Owners and Condominium File Plan will be filed in the office of the recording officer immediately prior to the application for a final public report.
4. No advertising and 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 Chapter 514A, Hawaii Revised Statutes, and the Rules and Regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Preliminary Public Report is made a part of the registration of the COMMODORE condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed copy of the receipt therefor from each purchaser.
7. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, April 17, 1980, unless a Final or Supplementary Public Report issues, or the Commission upon review of registration issues an order extending the effective period of this report.

NAME OF PROJECT: COMMODORE.

LOCATION: The site comprising approximately 2.158 acres is located at 555 Hahaione Street, Honolulu, Hawaii.

TAX MAP KEY: 3-9-70: Portion of 6 (First Division).

ZONING: A-3 (Apartment).

DEVELOPER: Robert Cutshaw & Associates, Inc., a Hawaii corporation, whose principal place of business and post office address is Suite 1305, 1441 Kapiolani Boulevard, Honolulu, Hawaii 96814; Telephone: (808) 946-5025; Officers: Robert P. Cutshaw, President, Archer K. Kawahara, Vice President/Secretary/Treasurer.

ATTORNEY REPRESENTING OWNER: Case, Kay & Lynch (Attention: Michael L. Biehl, Esq.), Suite 1100, 165 South King Street, P.O. Box 494, Honolulu, Hawaii 96809, Telephone: (808) 536-7261.

DESCRIPTION:

1. Building Description. The project will consist of a 15 story building with a basement and an appurtenant 5 story parking structure. The buildings will be constructed principally of concrete, concrete block, wood, gypsum board and related building materials.
2. Apartment Designation and Location. The 114 separate condominium apartments will be located in the 15 story building on the property. There will be 8 apartments on each of the first 13

floors; 6 apartments on the floor next above; and 4 apartments on the floor next above being the top floor, provided that two of the apartments on the top floor will contain a level on the floor immediately below.

The apartments will be identified by an alphabetical-numerical code. The first symbol will be a one or two digit code signifying the floor level. The first symbol for the eight apartments on each of the first 13 floors will be 1 through 14, there being no floor designated 13. The first symbol for the 6 apartments on the floor next above will be the number 15. The first symbol for the four apartments on the floor above the floor designated 15 will be the letters PH.

The second symbol will be the code identifying the apartment type and location. The second symbol for the eight apartments on each of the floors designated 1 through 14 will be A, B, C, D, E, F, G and H beginning at the southern end of the building (i.e. 10A). The second symbol for the 6 apartments on the floor designated 15 will be B, C, D, E, F and G which apartments shall have the same location on said floor as do the apartments on each of the lower floors with the same letter code. On the floor designated 15, there will be no A or H apartments and in place thereof will be the lower level of two of the apartments on the floor designated PH. The second symbol for the 4 apartments on the floor designated PH will be I, II, III and IV beginning at the southern end of the building (i.e. PH I). The apartments designated PH I and PH IV shall contain a level on the floor below as aforesaid.

3. Description of Apartments. The A apartment on each of the floors designated 1 through 14 will be a deluxe apartment at the southern end of the building ("makai" end). Each of the A apartments will contain two bedrooms, two bathrooms a living-dining room, a family room, a kitchen and a lanai. The approximate floor area of each A apartment including the lanai is 1,552 square feet.

The B and C apartments on each of the floors designated 1 through 15 will be luxury apartments containing two bedrooms, two bathrooms, a living-dining room, a kitchen and a lanai. The approximate floor area of each B and C apartment including the lanai is 1,315 square feet.

The D, E and F apartments on each of the floors designated 1 through 15 will be luxury apartments containing one bedroom, two bathrooms, a living-dining room, a kitchen and a lanai. The approximate floor area of each D, E and F apartment including the lanai is 1,081 square feet.

The G apartment on each of the floors designated 1 through 15 will be a luxury apartment containing two bedrooms, two bathrooms, a living-dining room, a kitchen and a lanai. The approximate floor area of each G apartment including the lanai is 1,302 square feet.

The H apartment on each of the floors designated 1 through 14 will be a deluxe apartment at the northern end of the building ("mauka" end). Each of the H apartments will contain two bedrooms, two bathrooms, a living-dining room, a family room, a kitchen and a lanai. The approximate floor area of each H apartment including the lanai is 1,567 square feet.

The apartment designated PH I is a deluxe two story apartment at the southern end of the building with an interior stairway. The PH I apartment contains three bedrooms, two bathrooms and two lanais on the lower level and an open entry court, a living room, a dining room, a powder room, a kitchen and two lanais on the upper level. The approximate floor area of the PH I apartment including the open entry court and lanais is 3,298 square feet. The PH I apartment shall also have appurtenant to it the exclusive right to use the open court described in Section B.3.c. of this Declaration.

The apartment designated PH II is a luxury apartment containing two bedrooms, two bathrooms, an open entry court, a living room, a dining room, a kitchen and four lanais. The approximate floor area of the PH II apartment including the open entry court and lanais is 2,563 square feet.

The apartment designated PH III is a luxury apartment containing two bedrooms, two bathrooms, an open entry court, a living room, a dining room, a kitchen and four lanais. The approximate floor area of the PH II apartment including the open entry court and lanais is 2,539 square feet.

The apartment designated PH IV is a deluxe two story apartment at the northern end of the building with an interior stairway. The PH IV apartment contains three bedrooms, two bathrooms, and two lanais on the lower level and a living room, a dining room, a powder room, a kitchen, an open entry court and two lanais on the upper level. The approximate floor area of the PH IV apartment including the open entry court and lanais is 3,206 square feet.

Each apartment shall be furnished with a refrigerator, dishwasher, washer, dryer, range/oven and disposal. Each apartment shall include carpeting and drapes except the apartments designated as PH I, PH II, PH III and PH IV. The apartments designated as A and H apartments as well as all PH apartments shall include a microwave oven.

The apartments shall have immediate access to a hallway. Each of the hallways shall provide unobstructed access thereafter to the elevators, stairs, walkways, sidewalks, parking areas, driveways, ramps and roads which connect the apartments to the entrances of the project and the public streets.

COMMON ELEMENTS: The remaining portions of the project are designated "common elements". The common elements shall include, but not be limited to:

- a. The land in fee simple.
- b. A 5 story parking structure which shall include a coin operated mini-car wash system.
- c. All foundations, columns, girders, beams, floor slabs, supports, perimeter walls, load bearing walls, floors, ceilings (except the inner or decorated surfaces of the perimeter walls, load bearing walls, floors and ceilings), roof, corridors, lobby, stairs and stairways, fire escapes, entrances and exits of the buildings.

d. All yards, gardens, planters, plants, refuse facilities, driveways, walkways, parking areas, equipment rooms and recreational facilities including sauna baths, exercise rooms, swimming pool, heated whirlpool baths, tennis courts, a kitchen, picnic/barbecue areas and space for community room(s) which may be completed by the Association of Apartment Owners at the expense of the Association.

e. Storage space in the basement of the 15 story building which storage space may be converted to limited common elements, as that term is defined hereinafter, by the Association in the event the Association shall deem it appropriate to install at its expense individual storage lockers which shall be appurtenant to and for the exclusive use of each apartment.

f. All elevators, tanks, pumps, motors, fans, compressors, air conditioning equipment (not including the upright fan coil system in each apartment and the pipes, wires and conduits contained in said upright fan coil system), hot water storage tanks, heat recovery system equipment, fire sprinkler system equipment (not including the fire sprinkler system heads in each apartment), trash chute and other equipment and installations for common use or benefit.

g. 18 guest parking stalls designated as stall numbers 101 through 110, inclusive, and 123 through 130, inclusive.

h. The resident manager's apartment designated RM and a parking stall for the use of the resident manager designated as stall number 115.

i. The area designated 122C which shall be equipped with bicycle and surfboard racks for the use of all apartment owners and persons holding under them.

j. All ducts, pipes, wiring, electrical and other central and appurtenant transmission facilities and installations which serve more than one apartment for services such as electrical power, water, sewer, telephone and television signal distribution.

k. Any and all other parts of the property, apparatus and installations for common use or necessary or convenient to the project's existence, maintenance or safety and normally in common use and all elements mentioned in the Act actually constructed on the land described herein.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein referred to as the "limited common elements", are herein designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as follows:

a. One or more of the parking stalls will be assigned to each apartment. The assignment by apartment of each numbered stall is as shown on Exhibit A attached hereto. The location of each stall is as shown on the Condominium File Plan. Such stalls shall be appurtenant to and for the exclusive use of each apartment. Each apartment shall

always have at least one parking stall appurtenant to it but otherwise any automobile parking stall may be transferred from apartment to apartment in the project, as provided in the Declaration.

b. Each apartment shall have appurtenant to it the exclusive right to use a mail box in the mail facilities of the project.

c. The apartment designated as PH I shall have appurtenant to it the exclusive right to use an open court. The open court shall be located on the floor above the floor designated 15 adjacent to the upper level of the PH I apartment and shall contain an area of 746 square feet. The owner of the PH I apartment shall be responsible for the care and maintenance of said open court.

OTHER EASEMENTS: In addition to the easements established in the limited common elements, the apartments and common elements shall also have and be subject to the following easements:

a. Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designated for such purposes for ingress and egress, utility services and support for such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other apartments in the building in which the apartment is located for support.

b. If any part of the common elements now or hereafter encroaches upon any apartment or limited common element, or if any apartment now or hereafter encroaches upon any other apartment or common element, an easement for such encroachment and the maintenance for as long as it continues does and shall exist. If the project is partially or totally destroyed and/or if minor shifts or settlement of any improvements occurs, minor encroachments by any limited or common element upon any apartment or by any apartment upon any other apartment or common element due thereto shall be permitted and easements for such encroachments and maintenance thereof shall exist.

c. The Association shall have the right to be exercised by the Board, the Managing Agent or the Resident Manager to enter each apartment and the limited common elements from time to time during reasonable hours as may be appropriate for the operation of the property or at any time for making emergency repairs which may be necessary to prevent damage to any apartment or common element.

d. Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments or limited common elements and serving his apartment. Each apartment and the limited common elements shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utilities and other common elements serving such other apartments and located in such apartment.

e. The Trustees of the Estate of Bernice Pauahi Bishop and the Developer hereby reserve for a period of three years

from the date hereof, easements for electrical, gas, communications and other utility or recreational or walkway purposes and for sewer, drainage and water facilities over, under, along, across and through the property, together with the right to grant to the State of Hawaii, City and County of Honolulu, Board of Water Supply of the County of Honolulu or any other appropriate governmental agency or public utility, or to any other individual, corporation or association, easements for such purposes over, under, across, along and through said land under the usual terms and conditions required by the grantee for such easement rights; provided, however, that such easement rights must be exercised in such manner as to not unreasonably interfere with the use of the property by the apartment owners, and in connection with the installation, maintenance or repair of any facilities pursuant to any such easements, the land shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the condition existing immediately prior to the exercise thereof, and each apartment owner, by purchasing an apartment in this project, agrees that such apartment owner and any person claiming an interest in said land by, through or under such apartment owner will, upon request, join in and execute any and all documents designating and granting any such easements.

INTEREST TO BE CONVEYED TO PURCHASER: An interest in each apartment will be conveyed to each purchaser under an apartment lease from the Trustees of the Estate of Bernice Pauahi Bishop. Each apartment shall have appurtenant thereto an undivided interest in all the common elements of the project and the same proportionate share in the common expenses of the project as follows:

Each A Apartment	(13)	0.986208%
Each B Apartment	(14)	0.873814%
Each C Apartment	(14)	0.873814%
Each D Apartment	(14)	0.757057%
Each E Apartment	(14)	0.757057%
Each F Apartment	(14)	0.757057%
Each G Apartment	(14)	0.864614%
Each H Apartment	(13)	0.996223%
PH I Apartment	(1)	1.697600%
PH II Apartment	(1)	1.250700%
PH III Apartment	(1)	1.289700%
PH IV Apartment	(1)	1.622600%

() - Number of each type apartment in the project.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The proposed Declaration reflects that the apartments shall be occupied and used for residential purposes only. Apartment owners have the absolute right to rent or lease their apartments, subject to the Declaration, the Bylaws and the House Rules, provided, however, that no apartment shall be rented for hotel operations which are defined as (a) rental for a period of less than 90 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. No apartment owner shall occupy or use his apartment or permit the same or any part thereof to be occupied or used in conjunction with any time sharing program as defined in the Declaration.

OWNERSHIP OF TITLE: According to a Preliminary Report issued by Security Title Corporation on January 11, 1980, title to the land committed to the project is vested in the Trustees under the Will and of the Estate of Bernice Pauahi Bishop, Deceased.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report dated as of January 11, 1980 identifies the following encumbrances on the land committed to the project:

1. Any taxes that may be due and owing and a lien on the Property for same; reference is hereby made to the Office of the Tax Assessor of the First Division, City and County of Honolulu, Hawaii.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 4475.
3. Easement 6 (10 feet wide) for drainage purposes, affecting Lot 2, as delineated on File Plan 1333.
4. The terms and provisions of that certain unrecorded Sale Deposit Contract dated July 14, 1978, made by and between Kacor Realty, Inc., a Hawaii corporation, as Seller, and Robert Cutshaw & Associates, Inc., a Hawaii corporation, as Buyer, as disclosed by that certain instrument dated August 30, 1978, recorded on August 31, 1978 in the Bureau of Conveyances of the State of Hawaii in Book 13113 Page 439.

Said Sale Deposit Contract is subject to the following:

- a) By Assignment of Sale Deposit Contract dated August 30, 1978, recorded on August 31, 1978 in said Bureau of Conveyances in Book 13113 Page 439, Robert Cutshaw & Associates, Inc., a Hawaii corporation, assigned a security interest of all right, title and interest in the foregoing Sale Deposit Contract to Continental Illinois Realty, a California real estate investment trust.
 - b) Undated Financing Statement covering all right, title and interest in Sale Deposit Contract, given as security by Robert Cutshaw & Associates, Inc., in favor of Continental Illinois Realty, recorded on September 1, 1978 in said Bureau of Conveyances in Book 13116 Page 412.
5. Terms, covenants and conditions as contained in Lease No. 25,367 dated October 30, 1979, by and between the Trustees of the Bishop Estate, as Lessors, and Robert Cutshaw & Associates, Inc., a Hawaii corporation, as Lessee, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14251 at Page 483.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated March 28, 1980, identifies Hawaii Escrow & Title, Inc., a Hawaii corporation, as Escrow Agent. On examination the specimen Deposit Receipt and Sales Contract and the executed Escrow Agreement are found to be in compliance with Hawaii Revised Statutes, Section 514A-37, Section 514A-39 and Sections 514A-63 through Section 514A-66. A prospective purchaser should carefully examine the form of Sales Contract and the Escrow Agreement to determine the time for and the amount of the installment payments on the purchase price and his obligations to pay the closing costs. It is incumbent upon the purchaser to read and understand the Escrow Agreement before signing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's down payments and the Sales Contract provides that the purchaser approves

the Escrow Agreement. Among other provisions the executed Escrow Agreement states that no money received by Escrow Agent shall be disbursed until the Seller has a valid and binding contract for the sale of the unit for which money was received and the requirements of Sections 514A-39, 514A-63, 514A-64 and 514A-66 have been met, all as provided in Section 514A-65, Hawaii Revised Statutes.

The specimen Sales Contract also states: (1) All of Purchaser's right, title and interest under the Sales Agreement are and shall be subject and subordinate to the lien of any mortgages or other security instruments made by Developer to any institutional lender for the purpose of securing the repayment of a construction loan; and (2) Developer makes no warranties, expressed or implied, with respect to the property or the apartment or any common elements or anything installed therein, including but not limited to warranties of merchantability, habitability, workmanlike construction or fitness for a particular purpose.

The Sales Contract, among other things, contains acknowledgments by each purchaser: (i) that the Developer will not sponsor, arrange or promote any program for the rental or temporary use and occupancy of apartments in the project other than apartments owned by the Developer upon completion of the project, if any; (ii) that the purchaser must make any such arrangements for his apartment, if desired, without the involvement or participation of the Developer; (iii) that the Developer has not authorized agents, salesmen or brokers to make any representations as to rental or other income from any apartment or any other economic benefit, including possible advantages from the ownership of an apartment under federal or state tax laws, to be derived from the purchase of an apartment in the project; (iv) that the purchaser acknowledges that no such representations or warranties have been made and that the Developer expressly disclaims and repudiates any representation from any source as to any possible economic benefit arising from ownership of an apartment in the project; and (v) that until the Developer closes the sales of all the apartments in the project, the buyer shall not enter into any agreement with any purchaser, lessee or owner of another apartment in the project or any third party under which the buyer agrees to share rental income from apartments in the project.

It is incumbent upon the purchaser and prospective purchaser to read with care and to understand the Escrow Agreement and Sales Agreement as both agreements provide for the benefits and obligations therein outlined.

MANAGEMENT OF THE PROJECT: The Declaration of Horizontal Property Regime provides that the operation of the Property shall be conducted by a responsible corporate entity as managing agent. The Notice of Intention names Aaron M. Chaney, Inc., a Hawaii corporation, to act as initial managing agent for the project.

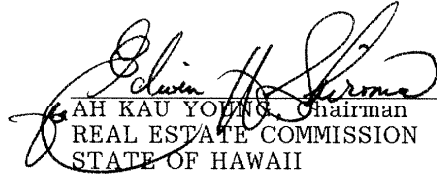
STATUS OF PROJECT: The Developer has selected a contractor to construct the project and is currently in the process of arranging construction financing. The estimated date for commencement of construction is July, 1980.

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 January 10, 1980 and information subsequently submitted as of April 14, 1980.

This PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1238 filed with the Commission on January 10, 1980.

The report, when reproduced, shall be a true copy of the Commission's Public Report. In making facsimiles the paper stock shall 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

REGISTRATION NO. 1238

April 17, 1980