

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

SUNSET SHORES
Au Street
Mokuleia, Oahu Hawaii

REGISTRATION NO. 1303

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 14, 1980
Expires: Sept. 14, 1981

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 April 29, 1980 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF AUGUST 8, 1980. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A, HAWAII REVISED STATUTES.

1. SUNSET SHORES is a proposed fee simple residential condominium project consisting of a reinforced concrete 5 story building containing 32 apartments. There are 40 parking stalls, (which includes 6 compact stalls) on the ground floor. Each unit shall initially have one parking stall appurtenant thereto; the remaining eight stalls are for sale by the developer.

2. The Developer has filed all documents and exhibits deemed necessary by the Commission for the registration of this condominium project and the issuance of this Preliminary Public Report.
3. No promotional or advertising materials have been submitted pursuant to the rules and regulations promulgated by the Commission.
4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Unit Owners and a copy of the Floor Plans) were recorded at the Bureau of Conveyances of the State of Hawaii on June 25, 1980 at Book 14813, Page 635, and the Floor Plans were assigned Condominium Map No. 738.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance August 14, 1980, 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 of SUNSET SHORES Condominium project, Registration No. 1303. The Developer is responsible for placing the 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: SUNSET SHORES

LOCATION: The land submitted to the Horizontal Property Regime, approximately 22,325 square feet, is situated on Au Street (no. pending), Mokuleia, Oahu, City and County of Hawaii, State of Hawaii.

TAX MAP KEY: FIRST DIVISION 6-08-11:46

ZONING: A-2

DEVELOPER: SUNSET SHORES PARTNERS, a Hawaii registered joint venture, whose partners are KAM LAND CORPORATION, a Hawaii corporation with its office at 2830 Kaonawai Place Suite C-4, Honolulu, Hawaii, and N.D.P. INC., a Hawaii corporation with its office also at the aforesaid address. The telephone number for both Corporations is 524-0666.

ATTORNEY REPRESENTING DEVELOPER: CHOI and OKAMURA, George T. Okamura, Suite 2750, Pacific Trade Center, 190 S. King St. Honolulu, Hawaii 96813, Phone 524-8570.

DESCRIPTION OF THE PROJECT: The Declaration of Horizontal Property Regime reflects a 32 unit fee simple condominium, consisting of a five story building principally constructed of reinforced concrete, masonry, steel, glass and aluminum.

1. Description of Building. The building contains a total of 32 residential units and 40 parking stalls. On the ground floor level will be the forty (40) parking stalls, electrical/mechanical equipment room, pool and pool deck area, manager's office, elevator and elevator lobby, trash room and loading zone. The second through fifth floors each has eight two-bedroom apartments. The building will be serviced by one elevator. The location and approximate size of all of the units and parking stalls, are as shown on the Condominium Map.
2. Description of Units:
 - (a) Each Apartment Unit consists of that portion of the Building containing the Unit which lies within the boundaries of the Unit as shown on said Condominium Map. exclusive of any stairways, interior load-bearing walls and pillars, and any existing and future pipes, wires, conduits, ducts, vents and other service and utility lines which are utilized for or serve more than one Unit. Where a Unit is bounded by an exterior wall, the Unit shall be considered to include any door, window, or other closure therein, and the boundary shall be the unfinished surface of such wall on the side of the Unit, to the effect that the Unit shall include the paint, wallpaper, enamel, stain or other finishings on such surface. Where a Unit is bounded by an interior wall immediately adjacent to and adjoining a common element, the Unit shall be considered to include any door, window, or other closure therein, and the boundary shall be the unfinished surface of such wall on the side of the common element to the effect that the Unit shall exclude the paint, wallpaper, enamel, stain or other finishings on such surface. With the exception of

load-bearing walls and pillars, the interior one-half of any party wall between Units shall be deemed to be part of the Unit. The horizontal boundaries of each Unit shall be the unfinished surface of the top of the concrete floor and the unfinished surface of the bottom of the concrete ceiling. Where a Unit consists in whole or in part of unenclosed space, the boundary defining such space is the boundary as shown on said Condominium Map.

- (b) There are two types of apartments: two-bedroom apartments of two design types (Design Plan A or B). "R" after either Design Plan indicates the reverse of that Design Plan, but is otherwise identical to that Design Plan.

Two-bedroom apartments of Design Plan A are each approximately 881 square feet and additional 87 square feet of lanai area and consist of two bedrooms, two baths, living dining room, kitchen, entry foyer, three closets, a lanai, and space for stacked washer-dryer.

Two-bedroom apartments of Design Plan B are each approximately 778 square feet and an additional 80 square feet of lanai area and consist of two-bedrooms, two baths, a living-dining room, kitchen, three closets, a lanai, and space for stacked washer-dryer.

The apartment design plans are shown on said Condominium Map. Two bedroom Design Plan A apartments are numbered with the last digit "1" or "8" and Design Plan "B" with last digit "2", "3", "4", "5", "6" or "7".

The apartments in the building are located as shown on said Condominium Map, are numbered as follows, and are of the type and on the floor designated:

<u>Number</u>	<u>Floor</u>	
201	2nd	2-Bedroom, Design Plan A
202	2nd	2 Bedroom, Design Plan B
203	2nd	2 Bedroom, Design Plan BR
204	2nd	2 Bedroom, Design Plan B
205	2nd	2 Bedroom, Design Plan BR
206	2nd	2 Bedroom, Design Plan B
207	2nd	2 Bedroom, Design Plan BR
208	2nd	2 Bedroom, Design Plan AR
301	3rd	2 Bedroom, Design Plan A
302	3rd	2 Bedroom, Design Plan B
303	3rd	2 Bedroom, Design Plan BR
304	3rd	2 Bedroom, Design Plan B
305	3rd	2 Bedroom, Design Plan BR
306	3rd	2 Bedroom, Design Plan B
307	3rd	2 Bedroom, Design Plan BR
308	3rd	2 Bedroom, Design Plan AR

<u>Number</u>	<u>Floor</u>
401	4th 2-Bedroom, Design Plan A
402	4th 2 Bedroom, Design Plan B
403	4th 2 Bedroom, Design Plan BR
404	4th 2 Bedroom, Design Plan B
405	4th 2 Bedroom, Design Plan BR
406	4th 2 Bedroom, Design Plan B
407	4th 2 Bedroom, Design Plan BR
408	4th 2 Bedroom, Design Plan AR
501	5th 2 Bedroom, Design Plan A
502	5th 2 Bedroom, Design Plan B
503	5th 2 Bedroom, Design Plan BR
504	5th 2 Bedroom, Design Plan B
505	5th 2 Bedroom, Design Plan BR
506	5th 2 Bedroom, Design Plan B
507	5th 2 Bedroom, Design Plan BR
508	5th 2 Bedroom, Design Plan AR

Each of the apartments has access to a corridor, which is part of the common elements, leading to the two stairways, on either end of the building, and elevator, also part of the common elements, and serving all of the apartments.

COMMON ELEMENTS: The common elements consist of all parts of the Property other than the Apartment Units, including, without limitation, the following:

- A. The said land submitted to the horizontal property regime in fee simple;
- B. The foundations, pillars, columns, girders, beams, supports, main walls, load bearing walls, roofs, and floors;
- C. The hallways, corridors and walkways, stairs, and stairways, ramps, driveways, roadways, loading zones, and parking areas except stalls, which stalls are designated as limited common elements as hereinafter provided;
- D. The pool, pool deck area, sea walls, and retaining walls;
- E. The lobby, manager's office, trash room, transformer pad, water meters and catch basin on the ground floor;
- F. The janitors room, electrical equipment room and trash chute, and elevator lobby on floors 2nd through 5th inclusive;
- G. Entrances and exits to the building, garden, yards, sidewalks, walkways, and planting areas adjacent to the building;

- H. Central and appurtenant installations for services such as power, light, gas, hot and cold water, sewerage, and like utilities;
- I. The elevators, elevator shafts, and wells, elevator machinery and elevator room on the roof, and appurtenant installations and apparatus;
- J. The roof and appurtenant installations; and
- K. All other parts of the property existing for the common use or necessary to the existence, maintenance, and safety of the building.

LIMITED COMMON ELEMENTS: Certain parts of the common elements designated "limited common elements" are set aside and reserved for the exclusive use of certain Units and such Units shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are the parking stalls for each apartment unit as shown in Exhibit A and the Condominium Map. There are no "guest parking" stalls. The eight unassigned stalls are for sale by the developer to owners of apartments in this project.

Each Parking Stall consists of that portion of the Building containing the Stall which lies within the boundaries of the Stall as shown on said Condominium Map exclusive of any adjacent walls and pillars, stairways, and any existing and future pipes, wires, conduits, ducts, vents, and other service and utility lines which are utilized for or serve more than one Stall. The Stall consists of the unenclosed space shown on said Condominium Map and can never be enclosed, and the boundary defining such space is the boundary as shown on said Condominium Map. The horizontal boundaries of each Parking Stall shall be the surface of the top of the concrete floor and the surface of the bottom of the concrete ceiling and if no ceiling exists then said Stall boundary shall extend vertically to a height of ten (10) feet.

INTEREST TO BE CONVEYED TO PURCHASER: The percentage of undivided interest in the common elements appurtenant to each Unit for all purposes, including voting and allocation of common expenses, shall be as set forth in Exhibit "A" attached hereto.

NOTE: Electricity used in each unit will be separately metered for each apartment but all other utilities, including without limitation electricity use for common elements, water, gas, fuel, oil, sewerage and drainage will be provided on a common meter basis.

In the case of the Parking Stalls, the cost of all utilities and all costs and expenses of maintenance, repair and replacement of, and the making of any improvements to such limited common elements shall be charged to and assessed against the Owners of Apartment units as to which such stalls are appurtenant.

PURPOSE OF BUILDING AND RESTRICTION AS TO USE: The Declaration and By-Laws state that 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 limitations as may be contained in the Declaration, the By-Laws and the House Rules which may be adopted from time to time governing the use of the apartments as provided by law. In addition to, and without limitation of the foregoing:

- (a) No pets shall be allowed or kept in any part of the Project.
- (b) Waterbeds are prohibited on the Project.
- (c) No owner of a Unit shall do, or suffer or permit to be done, anything which would impair the soundness or safety of the property, or which would increase the rate or result in the cancellation of insurance applicable to the property, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units.
- (d) No Owner of a Unit shall, without the written approval of the Board of Directors, place or suffer to be placed upon or maintained (1) on any exterior door, wall or window or of the common element, any sign, curtains or drapes, awning or canopy, or advertising matter or other thing of any kind, or (2) any decoration, lettering or advertising matter on the glass of any window or door of a Unit, or (3) any advertising matter within a Unit which shall be visible from the exterior therefor.

OWNERSHIP OF LAND: The Developer has filed with the Commission a Preliminary Title Report issued by Pacific Guaranty Title Corporation dated July 3, 1980, which reveals that the ownership of fee simple title is vested in the Developer, Sunset Shores Partners.

ENCUMBRANCES AGAINST TITLE; Said Preliminary Report of July 3, 1980 reveals that the fee simple title is subject to the following encumbrances:

- 1. Real Property taxes. For further information, check with the First Division, State of Hawaii.
- 2. 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. The restrictions, covenants and conditions as contained in that certain Sub-Agreement of Sale dated December 1, 1972, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 8782 Page 445, following 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. Mortgage dated June 25, 1980 in favor of Hawaii Thrift and Loan and recorded at Book 14813, Page 614.
6. Mortgage dated June 25, 1980 in favor of Leroy Robert Allen and Grace Kim Gunn and recorded at Book 14813, Page 624.
7. The Declaration, By-Laws and Condominium Map mentioned on page 2 of this public report.

PURCHASE MONEY HANDLING: An executed copy of the Escrow Agreement dated April 28, 1980 by and between GUARDIAN ESCROW SERVICES, INC., as Escrow, and the SUNSET SHORES PARTNERS, as Seller has been submitted to the Real Estate Commission as part of this registration, and has been found to be in compliance with Chapter 514A, Hawaii Revised Statutes, particularly with Section 514A-37, 514A-39, 514A-40, 514A-63 through 514A-66. A copy of the Sales Contract has also been submitted to the commission.

The executed Escrow Agreement states in part: that a purchaser shall be entitled to a refund of his funds, and Escrow shall pay the funds to the purchaser, without interest, less Escrow cancellation fee of \$25.00, if purchaser requests in writing refund of his funds, provided, one of the following has occurred:

- (a) Developer has requested Escrow in writing to return to purchaser the funds of purchaser then being held by Escrow; or
- (b) Purchasers' entitlement to a refund pursuant to Hawaii Revised Statutes Section 514A-63, 514A-64, 514A-65, or 514A-66 is established to the satisfaction of Escrow.

Among other provisions, the Sales Contract provides that the Developer intends to borrow money from an interim lender for the development of the project and said mortgagee will have a lien securing the note evidencing the indebtedness incurred for the development of the project. The mortgage and note secured thereby, and any renewals or extensions of said mortgage and note, shall be and remain at all times a lien or charge upon the project, including Sales Contracts arising from purchase agreements for apartments on the Project. In addition, the Seller has the right to increase the Sales Price under certain circumstances.

It is incumbent upon purchasers and the prospective purchasers to read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of units are placed in trust, as well as the retention and disbursement of said trust fund.

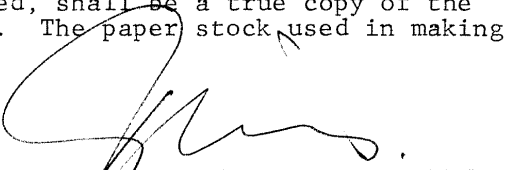
MANAGEMENT OF PROJECT: The By-Laws provide that the operation of the project shall be conducted for the Association of Unit Owners under the direction of the Board of Directors, and the Board of Directors may appoint a responsible corporate managing agent. The initial agent selected by the Developer is MERIDIAN PROPERTIES INC., whose place of business and mailing address is 2830 Kaonawai Place Suite C-4, Honolulu, Hawaii 96822, an affiliate of the developer.

STATUS OF PROJECT: The Developer advises that construction should commence about January 31, 1981 and be completed by about November 30, 1981.

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 by the Developer in the required Notice of Intention submitted on April 29, 1980, and additional information submitted as of August 8, 1980.

THIS PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No 1303, filed with the Commission on April 29, 1980.

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.


G.A. MORRIS, 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. 1303

Dated: August 14, 1980

The approximate area of each apartment, the undivided common interest in the common elements appertaining to each apartment unit, and the assigned parking stall for each apartment are as follows:

<u>APARTMENT NUMBER</u>	<u>APPROXIMATE AREA</u>	<u>UNDIVIDED INTEREST IN COMMON ELEMENTS</u>	<u>PARKING STALL</u>
201	968 sq. ft.	.03416	29
202	858 sq. ft.	.03028	10*
203	858 sq. ft.	.03028	31*
204	858 sq. ft.	.03028	13*
205	858 sq. ft.	.03028	14*
206	858 sq. ft.	.03028	32*
207	858 sq. ft.	.03028	11*
208	968 sq. ft.	.03416	33
301	968 sq. ft.	.03416	24
302	858 sq. ft.	.03028	21
303	858 sq. ft.	.03028	15
304	858 sq. ft.	.03028	7
305	858 sq. ft.	.03028	1
306	858 sq. ft.	.03028	30
307	858 sq. ft.	.03028	34
308	969 sq. ft.	.03416	22
401	969 sq. ft.	.03416	25
402	858 sq. ft.	.03028	17
403	858 sq. ft.	.03028	27
404	858 sq. ft.	.03028	3
405	858 sq. ft.	.03028	2
406	858 sq. ft.	.03028	8
407	858 sq. ft.	.03028	16
408	969 sq. ft.	.03416	4
501	969 sq. ft.	.03416	12, 23, 28, 35-40
502	858 sq. ft.	.03028	5
503	858 sq. ft.	.03028	9
504	858 sq. ft.	.03028	6
505	858 sq. ft.	.03028	26
506	858 sq. ft.	.03028	18
507	858 sq. ft.	.03028	19
508	968 sq. ft.	.03416	20

* Compact Stalls

EXHIBIT "A"