# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

### STATE OF HAWAII

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

# SUPPLEMENTARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

OF

HARBOR POINTE 98-939 Moanalua Road Aiea, Oahu, Hawaii

REGISTRATION NO. 1566

# This Report Is Not an Approval or Disapproval of This Condominium Project

It was prepared as a supplement to an earlier Report dated by the Real Estate Commission on the above project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: May 2, 1986 Expires: June 2, 1987

## 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 purchaser or prospective purchaser particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED SEPTEMBER 1, 1983, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF APRIL 25, 1986.

THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514-A HAWAII REVISED STATUTES, AS AMENDED.

- 1. Since the issuance of the Commission's Preliminary Report on November 29, 1983, and Final Report on October 18, 1984, on HARBOR POINTE, Registration No. 1566, the Developer reports that certain material changes have been made in the project.
- 2. The Developer has submitted to the Commission for examination all documents deemed necessary for the issuance of this First Supplemental Public Report.
- 3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of the Condominium Map) were executed on June 28, 1984, and filed in the Bureau of Conveyances, State of Hawaii, in Book 18109, Page 390. The First Amendment to the Declaration was subsequently executed on February 28, 1986, and filed in the Bureau of Conveyances, State of Hawaii, in Book 19330, Page 551. The Second Amendment to the Declaration was thereafter executed on April 17, 1986, and filed in the Bureau of Conveyances, State of Hawaii, in Book 19434, Page 205.
- 4. Advertising and promotional matters have not been filed pursuant to the Rules and Regulations promulgated by the Commission.
- 5. The purchaser or prospective purchaser is advised to acquaint himself with provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to the Horizontal Property Regime.
- 6. This First Supplemental Public Report automatically expires thirteen (13) months after the date of issuance, May 2, 1986, unless another Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.
- 7. This First Supplemental Public Report (pink paper stock) amends the Final Public Report (white paper stock), becoming a part of the HARBOR POINTE registration. The Developer is responsible for placing a true copy of this First Supplemental Public Report in the hands of all purchasers and prospective purchasers along with a copy of the Final Public Report, the Preliminary Public Report and updated Disclosure Abstract. The Developer is also responsible for securing from each purchaser or prospective purchaser a signed receipt therefor.

The information in the Final Public Report of October 18, 1984, under the topical headings DESCRIPTION OF PROJECT, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, INTEREST TO BE CONVEYED TO PURCHASER, INCREMENTAL DEVELOPMENT, ENCUMBRANCES AGAINST TITLE, STATUS OF PROJECT and EXHIBIT "A" attached hereto and incorporated by reference, has been changed. The Developer reports that all other information in the Final Public Report remains the same.

<u>DESCRIPTION OF PROJECT</u>: The Second Amendment To The Declaration provides that the land submitted to the Regime has been further improved, according to the Developer's plans and intention to sell, by the construction thereon of twelve (12) additional residential apartments. Parking for the additional apartments consists of twelve (12) stalls. Each apartment is assigned one (1) full sized parking stall.

The twelve (12) residential apartments are located in the two (2) three-story residential apartment buildings, numbered "4" and "12". The buildings are "Type 1" buildings and contain apartments on all three of their floors. Each of the buildings is a three-story wooden frame, structure with wooden exterior siding and composite roofing; where roofing is used above entrances and windows, such is composed of wood shake. The ground floors of the buildings are concrete. Other floors are wood. There are no basements.

The perimeter of each of the apartments is established by the center line of all perimeter walls which are also party walls (whether or not load-bearing); the exterior face of the perimeter walls which are not party walls (whether or not load-bearing); the exterior face of any glass windows, doors, panels, or railings along the perimeter floors and ceilings.

NOTE: The net living area of each apartment is set forth below is not calculated according to this perimeter. The net living area of each apartment is calculated according to the interior faces of the walls and doors.

Each apartment includes a range and oven, dishwasher, water heater, disposal and carpeting, except in bathrooms and kitchen, which have vinyl floors. Each of the apartments also includes all walls, partitions, floors, ceiling and other improvements within said perimeter; any adjacent lanai, deck and entry porch shown on the Condominium Map; all built-in appliances and fixtures and all furnishings and appliances described above; and all air space encompassed within said perimeter; excluding therefrom, however, all elements herein established as common elements; and provided, further, however, that each wall or part of a wall within and along said perimeter, whether load-bearing or non-load-bearing, is not so included, but is a common element (except for the inner decorated surface of any perimeter wall, which is included).

Each of the 12 apartments is constructed according to one of two (2) different floor plans, designated Models A or B. Model A apartments are located on the ground floor of each Building. Model B apartments are split level and are located on the second and third floors of each Building. Parking stall(s) for the use of the apartments are not located within the Buildings, but are uncovered and are located within the areas designated for such purposes on the Condominium Map.

A description of each of said floor plans, designating the layout, number of rooms and approximate area thereof, is as follows:

## Description of Models

Model A (4 apartments)

2 bedrooms and den, ground floor units in both Buildings "4" and "12. Each Model A contains a living room, kitchen, 2 bedrooms, a den, 2 baths, covered lanai, front entry porch and sill vent windows; apartment net living area 1,115.4 square feet; lanai area 72 square feet; front entry porch 32 square feet; sill vent area 23 square feet; total area approximately 1,242.4 square feet. Each unit also has a privacy yard as a limited common element.

Model B
(8 apartments)

Split level, with units located on the second and third floors in both Buildings "4" and "12". Each Model B contains a living/dining room, kitchen 2 bedrooms, 2 baths, partially covered deck, entry, interior stairway connecting both floors and sill vent windows; apartment net living area 1,035 square feet; deck area 98.6 square feet; sill vent area 37 square feet; total area approximately 1,170.6 square feet.

NOTE: All area sizes stated are approximate measurements.

Method of Numbering Apartments: The first digit in an apartment indicates the building number "4" and "12". The last digit indicates as follows: Model A type apartment numbers ending in "1" or "4" are on the ground floors. The Model B type apartment numbers ending in "2", "3", "5", or "6" are each located on the second and third floors, the "2" or "5" numbered units on the right of each second floor entry and the "3" or "6" numbered units on the left of each second floor entry.

Each ground level apartment (Model A) has immediate access to the project grounds. Above-ground level apartments (Model B) have access to the grounds through a stairway adjoining the building in which it is located. The grounds connect the buildings to the street entrances and parking areas of the project. The project has no elevators.

<u>COMMON ELEMENTS:</u> The private park and swimming pool shown on the Condominium Map have not yet been constructed. It is anticipated that construction of these common elements will

begin within six months of the issuance of this Supplemental Public Report.

<u>LIMITED COMMON ELEMENTS</u>: The attached Exhibit "A" amends and supersedes the Exhibit "A" referred to in the Final Public Report of October 18, 1984, and under subparagraph (c) in the Preliminary Public Report of November 29, 1983.

INTEREST TO BE CONVEYED TO PURCHASER: The Exhibit "A referred to under this topical heading in the Final Public Report and Preliminary Public Report has been amended and is superseded by the Exhibit "A" attached hereto.

INCREMENTAL DEVELOPMENT: The Developer has specifically reserved the right to require alteration of the Project by giving written notice from time to time of its decision to build more Subsequent Increments as the Developer deems necessary, to the Association of Apartment Owners of HARBOR POINTE on or before June 30, 1991, or within the maximum time allowed by the Veterans' Administration, if longer. The Subsequent Increments shall be built on those building sites designated by the Developer and set forth on the Condominium Map, and shall comprise not more than eight (8) buildings, numbered "6", "7", "8", "9", "10", "16," "17," and "18" on said Condominium Map, consisting of forty (40) apartment units constructed according to the three (3) floor plans designated Models A, B, and C in the Initial Increment. Subject to the Developer's rights to modify and add as set forth herein, each of these buildings will be a three-story wooden frame structure with wooden exterior sidings and composite roofings.

In furtherance of the rights reserved to Developer, its employees, agents, contractors and subcontractors, shall have the right at any time, and from time to time prior to December 30, 1991, or within the maximum time allowed by the Veterans' Administration, if longer, to enter upon the Project and the common elements thereof and do all things reasonably necessary, desirable or useful for constructing, completing and selling the Subsequent Increments, connecting the same to the utility installations of the Project, and selling the apartments contained within said Subsequent Increments upon and subject to the following terms and conditions:

1. Developer reserves the right to modify the present plan of incremental development as to the Subsequent Increments by varying the mix of apartments; by creating a lesser number of apartments; by modifying, deleting and/or adding apartment types; by modifying, deleting and/or adding types of common elements; and/or by modifying the percentage interest appurtenant to each apartment of the project as shown in Exhibit "A" attached hereto upon merger of the Initial Increment and any Subsequent Increment; provided, however, that any Subsequent Increment shall be constructed in accordance with plans and specifications prepared by a licensed architect; and provided, further, that such plans and specifications shall not require the

alteration or demolition of any Apartments in any preceding increments or any buildings or structures constituting part of the common elements thereof;

- 2. Developer shall have the right to add, delete, relocate, realign, reserve and grant all easements and rights-of-way over, under and on the common elements necessary or desirable to service said Subsequent Increments, including but not limited to easements and rights-of-way for utilities, cesspools, sanitary and storm sewers, sewage treatment plants, cable television, refuse disposal, driveways, parking areas and roadways; provided, that such easements and rights-of-way shall not materially impair the use of any Apartment in the Preceding Increments or its appurtenant interest in the common elements;
- 3. Developer shall have the right to sell and issue an Apartment Deed for any apartment in the Subsequent Increment, to place signs or other advertising at the Project in connection with such sales or other advertising at said apartments as model units so long as such activities shall not unreasonably affect the use and enjoyment of the apartments in the Preceding Increments.
- 4. The construction and sale of the Subsequent Increments shall be performed in such manner, as shall cause the least practicable annoyance to and interference with the Apartment Owners of the Preceding Increments. Each purchaser of an apartment in the Preceding Increments, by his acceptance and occupancy of his Apartment on closing, agrees (i) to remain outside of any fenced or posted construction areas or any other areas upon which work is being performed pending completion, and to exert diligent efforts to prohibit entry into such areas by members of his household and by his invitees; and (ii) to indemnify and save harmless Developer and its contractors and agents from and against any and all loss or liability for death or injury to persons or damage or loss of property on account of such entry either by the Apartment purchaser or his family and invitees;
- 5. Developer shall have the right, at its own expense, and without being required to obtain the consent or joinder of any Apartment owner or lienholder, to execute and record any amendments to the Declaration of Horizontal Property Regime and the Condominium Map as shall be necessary or appropriate in furtherance of the rights reserved to Developer to construct and complete the Subsequent Increments, and without limiting the generality of the foregoing, Developer may amend the Declaration: (i) to create and establish the Subsequent Increments; (ii) to describe and allocate the common interest and common elements appurtenant to the Subsequent Increments; (iii) to decrease the common interest appurtenant to each Apartment in the Preceding Increments; and (iv) to merge the Subsequent Increments with and into the Preceding Increments.

- Apartment in the Preceding Increments shall be decreased and the common interest appurtenant to each new Apartment in the Subsequent Increments shall be allocated on the following basis: The total new living floor area (exclusive of lanais) of all of the Apartments in the Preceding and the Subsequent Increments shall first be determined. The net living floor area of each such Apartment shall then be divided by such total net floor area and the resulting quotient shall be the common interest appurtenant to each such Apartment; the Developer may add or subtract up to 0.0009% to one (1) apartment owned by Developer, at its discretion, to ensure that the total common interests of all apartments is 100%;
- 7. Upon the merger of each Subsequent Increment, Developer's proportionate share of the real property taxes and other expenses allocable to the land of the Project shall be appropriately reduced to the ratio which the area of undeveloped land remaining subject to Developer's right of future development bears to the total land area of the Project. Developer will use its best efforts to arrange to have its proportionate share of any real property taxes excluded from the taxes assessed directly to the Apartment owners; provided, that if said proportionate share is nonetheless assessed to the Apartment Owners, Developer shall promptly reimburse each Apartment Owner therefor. In no event shall the owners of Apartments in the Preceding Increments have any liability for any common expenses attributable to common interests to be constructed as part of any Subsequent Increment prior to the merger of such Subsequent Increment;
- The merger of any Subsequent Increment with the Preceding Increments shall take effect prior to the start of construction of such Subsequent Increment, provided that (1) Developer has secured a performance and payment bond, issued by a surety licensed to do business in the State of Hawaii, naming as obligees the mortgagees of record, the Developer and collectively the owners of all apartments in the Preceding Increments as their interest may appear through the Association of Apartment Owners, in a penal sum of not less than one hundred percent (100%) of the cost of the construction of said Subsequent Increment guaranteeing completion thereof free and clear of all mechanic's and materialmen's liens; (2) Developer has secured general liability, fire, and workman's compensation insurance covering the period of construction of said Subsequent Increment, in amounts established with due regard to the then prevailing prudent business practices in the State of Hawaii; and (3) The Declaration of Horizontal Property Regime and the Condominium Map have been amended and a supplementary public report has been issued covering said Subsequent Increment. Without limiting the generality of the foregoing, the following consequences shall ensue from and after the effective date of such merger:
- (i) Each of the increments so merged shall be treated for purposes of administration, use and sharing of

common expenses as though they had been developed, divided into Apartments and used by the owners thereof as a single undivided Project. The Apartments in each of the merged increments shall have an equal and non-exclusive right to use the common elements constructed as a part of each of said increments, subject to the terms, conditions and limitations provided in the Declaration of Horizontal Property Regime and in the Bylaws, and the Apartments in each of the merged increments shall have appurtenant thereto an undivided percentage interest in the common elements of the Project and the same proportionate share in all common profits and expenses of the Project, and for all other purposes including voting, as computed pursuant to subparagraph (6) hereinabove; and

- (ii) The Developer may require the owner of the additional Apartments added to the Project by merger to make contribution, in addition to their share of the common expenses, to the maintenance reserves of the Project. Developer may provide that such contributions may be made over a period of time, and in establishing the amounts and terms of such contribution, Developer shall take into account the amount of maintenance reserves accumulated prior to the addition of such Apartments and the condition of the Apartments in the Preceding Increments. The owners of additional Apartments added to the Project by merger shall not be obligated to pay or assume any debts, expenses, costs or other obligations incurred by or on behalf of the Association of Apartment Owners as of the effective date of the merger, with the exception of any such debts, expenses, costs, or obligations which were incurred for the common benefit of the Apartments in the Preceding Increments and the additional Apartments added to the Project by merger.
- 9. Within sixty (60) days following the completion of construction of each Subsequent Increment, a special meeting of the Association of Apartment Owners shall be called to elect a new Board of Directors to replace the existing board of directors and govern the entire Project. The procedures for calling and holding such a meeting and all of the meetings of the Association are set forth in the Bylaws.

ENCUMBRANCES AGAINST TITLE: A status title report dated July 15, 1985, issued by Title Guaranty of Hawaii, Inc., lists the following encumbrances:

- Real Property Taxes for the Fiscal Year July 1, 1985 -June 30, 1986.
- 2. Unilateral Agreement and Declaration for Conditional Zoning dated April 28, 1978, recorded in Liber 12863 at Page 474, by the Episcopal Church in Hawaii and the City and County of Honolulu, State of Hawaii.
- 3. Reservation contained in Warranty Deed dated June 16, 1982, recorded in Liber 16430 at Page 97, to-wit:

Access right-of-way in favor of Lot B-1.

#### MORTGAGE AND SECURITY AGREEMENT

HARBOR POINT DEVELOPERS, a Hawaii limited MORTGAGOR:

partnership

THE EPISCOPAL CHURCH IN HAWAII, a Hawaii non-MORTGAGEE:

profit corporation

June 28, 1982 Liber 16430 Page 130 RECORDED:

\$1,680,000.00 AMOUNT:

CONSENT:

By the State of Hawaii, by its Board of Land and Natural Resources, by instrument dated June 25, 1982, recorded in Liber 16430 at Page

By SUBORDINATION AGREEMENT dated June 28, 1984, recorded in Liber 18117 at Page 152, said above Mortgage and Security Agreement was subordinated to the lien of that certain Mortgage, Security Agreement and Financing Statement recorded in Liber 18117 at Page 103.

#### ABOVE MORTGAGE AMENDED BY INSTRUMENT

DATED: June 18, 1984

RECORDED: Liber 18117 Page 157

- 5. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Horizontal Property Regime dated June 28, 1984, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 18109 at Page 390, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 920.)
- 6. By-Laws of the Association of Apartment Owners of the Condominium Project known as "HARBOR POINTE" dated June 28, 1984, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 18109 at Page 457, as the same may hereafter be amended.
- Declaration of Restriction Covenants (Private Park) dated August 24, 1984, recorded in Liber 18109 at Page 487.
- MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR: HARBOR POINT DEVELOPERS, a Hawaii limited

partnership

MORTGAGEE: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF

AMERICA, a federal corporation

DATED:

June 18, 1984 Liber 18117 Page 103 RECORDED:

AMOUNT: \$8,683,800.00

9. Grant in favor of Hawaiian Electric Company, Inc. and Hawaiian Telephone Company dated June 5, 1985, recorded in Liber 18735 at Page 302, granting easement for utility purposes.

SPECIAL NOTATION: Purchasers and prospective purchasers should be cognizant of the fact that the Status Title Report, dated July 15, 1985, may not reflect the current encumbrances against title. Developer, upon request, shall provide an updated Status Report dated at least sixty (60) days prior to date of Supplementary Public Report to all purchasers and prospective purchasers.

EXHIBIT "A": Exhibit "A" attached hereto and incorporated by reference, has been amended to include and reflect the two additional buildings, 4 and 12, of the Project. parking stall assignments are listed only for those apartment units constructed. The Percentage Interest has been revised to reflect the 12 additional apartment units constructed and contained in said Buildings 4 and 12.

STATUS OF PROJECT: The Developer reports that the construction of the apartments have been completed, as evidenced by a Certificate of Occupancy issued by the Building Department, City and County of Honolulu.

The purchase or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted September 1, 1983, and information subsequently filed as of April 25, 1986.

THIS FIRST SUPPLEMENTAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1566 filed with the Commission on September 1, 1983.

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

"Red" Morris, Chairman

Real Estate Commission

State of Hawaii

Distribution:

Department of Finance, City and County of Honolulu Bureau of Conveyances Planning Department City and County of Honolulu Escrow Agent Federal Housing Administration

Registration No. 1566

Dated May 2, 1986

EXHIBIT "A"

BLDG NO.	APT NO.	MODEL TYPE	ASSIGNED PA STALL N		RCENTAGE NTEREST
			Current Increments Total		
				35 units	87 units
1	101 102 103	A B B	31 32 33	2.978 2.763 2.763	1.198 1.111 1.111
2	201 202 203 204 205 206	A/HANDICAP B B A/HANDICAP B B	34 35 36 37 38 39	2.978 2.763 2.763 2.978 2.763 2.763	1.198 1.111 1.111 1.198 1.111
3	301 302 303 304 305 306	A/HANDICAP B B A B B	42* 20 19 43 17	2.978 2.763 2.763 2.978 2.763 2.763	1.198 1.111 1.111 1.198 1.111
4	401 402 403 404 405 406	A B B A B	47* 16 15 46* 7 6	2.978 2.763 2.763 2.978 2.763 2.763	1.198 1.111 1.111 1.198 1.111
5	501 502 503 504 505 506	A B B A B			1.198 1.111 1.111 1.198 1.111
6	601 602 603 604 605 606	A B B A B			1.198 1.111 1.111 1.198 1.111
7	701 702 703 704 705 706	A B B A/HANDICAP B B			1.198 1.111 1.111 1.198 1.111
8	801 802 803 804	A/HANDICAP B B A/HANDICAP			1.198 1.111 1.111 1.198

BLI	OG NO. APT NO.	MODEL TYPE	ASSIGNED PAR STALL NO	os. In	RCENTAGE NTEREST
			I	Current Increments	
				35 units	87 units
	805 806	B B			1.111 1.111
9	901 902 903 904 905 906	A/HANDICAP B B A/HANDICAP B B			1.198 1.111 1.111 1.198 1.111
10	1001 1002 1003 1004 1005 1006	A/HANDICAP B B A B B			1.198 1.111 1.111 1.198 1.111
11	1101 1102 1103 1104 1105 1106	A B B A B			1.198 1.111 1.111 1.198 1.111
12	1201 1202 1203 1204 1205 1206	A B B A B	21 5 4 1 3 2	2.978 2.763 2.763 2.978 2.763 2.763	1.198 1.111 1.111 1.198 1.111
13	1301 1302 1303 (Manager's Apt.	A B B	30 13 14	2.978 2.763	1.198 1.111
14	1401 1402	C C	40* 41*	2.951 2.951	1.187 1.187
15	1501 1502 1503 1504	C C C	44* 45* 51* 50*	2.951 2.951 2.951 2.951	1.187 1.187 1.187 1.187
16	1601 1602	C C			1.187 1.187
17	1701 1702 1703 1704	C C C			1.187 1.187 1.187 1.187

PAGE TWO OF EXHIBIT "A"

BLDG N	O. APT NO.	MODEL TYPE	ASSIGNED PA STALL N		
DEDU II	<u> </u>	<u> </u>		Current	
				Increments Total	
				35 87 <u>Units Units</u>	
18	1801	С		1.187	
	1802	C C		1.187	
	1803			1.187	
	1804	С		<u>1.187</u>	
			TOTAL:	100.000 100.000	
NOTE: (1) *covered parking under building (Type 2) (2) All Model Type "C" to have covered parking					
Guest	Parking St	all No.	12		
			22C		
			23C		
			24C		
			25 C		
			26 27		
			28		
			29		
			52		
			53		
			54		
			55 56C		
			57C		
			58C		
			59C		
D =1		2 7/01 701 /			
Kegura:	ctall: {	8-1/2' X 19' (m 7-1/2' X 16' (m		na han lattan yay	
Compact	- NEULLS	1-1/2 A 10. (III	above	ed by letter "C"	

PAGE THREE OF EXHIBIT "A"
END OF EXHIBIT "A"