

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

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT on

THE WINDSURFER
445 Kawaiiloa Road
Kailua, Oahu, Hawaii

Registration No. 1599

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: May 16, 1984
EXPIRES: June 16, 1985

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 19, 1984 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF MAY 11, 1984. 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, AS AMENDED.

1. THE WINDSURFER is a proposed fee simple residential condominium project consisting of five (5) buildings, each of which is of two (2) stories. Each building contains two (2) residential condominium apartments, for a total of ten (10) Units in the Project. There are thirty (30) uncovered parking stalls, and each unit shall initially

have two parking stalls appurtenant thereto The remaining ten stalls are guest parking stalls.

2. The Developer has filed all documents and exhibits deemed necessary by the Commission for the registration of the 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 Owners and a copy of the Floor Plans) have not been recorded at the Bureau of Conveyances of the State of Hawaii or filed with the Office of the Assistant Registrar of the Land Court of the State of Hawaii.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes, as amended, 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, May 16, 1984, 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 THE WINDSURFER condominium project. 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: THE WINDSURFER

LOCATION: The land submitted to the Horizontal Property Regime, approximately 43,560 square feet, is situated at 445 Kawailoa Road, Kailua, Oahu, State of Hawaii.

TAX MAP KEY: 4-3-10: 52 (Oahu).

ZONING: R-4 Residential

DEVELOPER: BIG G/CJWC - WINDSURFER, a Hawaii joint venture, with its office at 1620 Kahai Street, Hawaii 96819, telephone number (808) 841-4253. The name and address of each partner is: G & J, Inc., 1620 Kahai Street, Honolulu, Hawaii 96819, Phone: 841-4253; Charles J.W. Chamberland, AIA, 1200 College Walk, Honolulu, Hawaii 96817, Phone: 531-7578.

ATTORNEY REPRESENTING DEVELOPER: Foley, Maehara, Judge, Choi, Nip & Okamura, (George T. Okamura), Suite 2700, 737 Bishop Street, Honolulu, Hawaii 96813, telephone number 526-3011.

DESCRIPTION OF THE PROJECT: The Declaration of the Horizontal Property regime reflects a 10 Unit fee simple condominium project consisting of 5 two-story buildings (with attics) principally constructed of a concrete slab or wooden piles, hollow tile walls, wooden walls and decks, plate glass, and allied building materials.

1. Description of Buildings. Each of the buildings contains two residential condominium units situated side by side in "duplex" configuration. There are thirty uncovered parking stalls.

2. Description of Units.

Each 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 interior loadbearing walls and pillars, and any existing and future pipes, wires, conduits, ducts, vents and other service and utility lines, spaces or equipment which are utilized for or serve more than one Unit or the common areas. The Unit shall be considered to include any door, window, or other closure therein, and the boundary shall be the unfinished surface of the walls 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. The respective Units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floors and ceiling surrounding each Unit or any pipes, wires, conduits or other utility or service lines, spaces or equipment running through such Unit which are utilized for or serve more than one Unit, or the footing, pillars or slabs on which the Unit is situated, the same being deemed common elements as hereinafter provided. Each Unit shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter or party walls, and all fixtures originally installed therein. The horizontal boundaries of each Unit shall be the unfinished surface of the top of the wooden or concrete floor and the unfinished surface of the bottom of the wooden ceiling or roof. 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.

There are two types of Units. Five Units are designated as Left Hand Units and five Units are designated as Right Hand Units. The Left Hand Units and the Right Hand Units are identical except that they are reverse designs, each of the other. The design plans for the Units are shown on the Condominium Map.

Left Hand Units. The Left Hand Unit consists of two (2) floors and an attic. On the first (ground) floor are located a living/dining room, family/dining room, one (1) bath, the kitchen, the stairs, closets, and the rear deck. On the second floor are located two (2) bedrooms, two (2) baths, washer/dryer enclosure, the stairs and closets. On the attic level (third level) is one (1) open room comprising the attic. The Left

Hand Unit contains approximately 1,210 net square feet and a deck of 88 square feet.

Right Hand Units. The Right Hand Unit consists of two (2) floors and an attic. One the first (ground) floor are located a living/dining room, family/dining room, one (1) bath, the kitchen, the stair, closets, and the rear deck. On the second floor are located two (2) bedrooms, two (2) baths, washer/dryer enclosure, the stairs and closets. On the attic level (third level) is one (1) open room comprising the attic. The Right Hand Unit contains approximately 1,210 feet and a deck of 88 square feet.

The Units in the project are located as shown on said Condominium Map, are numbered as follows, and are of the type designated:

<u>Number</u>	<u>Type</u>
1	Left Hand Type
2	Right Hand Type
3	Left Hand Type
4	Right Hand Type
5	Left Hand Type
6	Right Hand Type
7	Left Hand Type
8	Right Hand Type
9	Left Hand Type
10	Right Hand Type

Each of the Units has access to the front and rear entries appurtenant to the Unit and a walkway or sidewalk which are parts of the common elements serving all of the Units, and also to an enclosed yard, herein called "Yard", adjacent to each Unit, which Yards are limited common elements, the exclusive use of which are reserved to the respective Units to which they are appurtenant as herein set forth.

COMMON ELEMENTS: The common elements (including the limited common elements) consist of all parts of the project other than the Units, including, without limitation, the following:

- A. The land submitted to the horizontal property regime;
- B. The foundations, slabs, pillars, columns, girders, beams, supports, party walls and perimeter walls, load bearing walls, roofs, and floors;

C. The sidewalks, walkways, driveways, roadways, parking areas and parking stalls;

D. The Private Park as shown on the Condominium Map, including all landscaping, structures and improvements located therein or thereon or serving it;

E. All walls and fences, whether located on or appurtenant to the Project;

F. Central and appurtenant installations for services such as power, light, gas, hot and cold water, sewage, and like utilities;

G. All landscaping, plants and open spaces, erosion control measures, drainage and similar improvements;

H. The trash enclosure, the bridge, and the mailboxes located on the Project; and

I. Parking stalls No. 1, 2, 3, 4, 5, 6, 7, 20, 21 and 30 designated for guest parking.

J. All other parts of the Project existing for the common use or necessary to the existence maintenance, or safety of the Project.

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 as follows:

A. Each Unit shall have appurtenant thereto one or more Parking Stalls as shown on the said Condominium Map. The Parking Stalls which are limited common elements and the respective Units to which they are appurtenant are as follows:

<u>Stall No.</u>	<u>Unit No.</u>
28, 29	1
26, 27	2
22, 23	3
24, 25	4
10, 11	5
8, 9	6
14, 15	7
12, 13	8
18, 19	9
16, 17	10

B. The enclosed Yard adjacent to each Unit is a limited common element, exclusive easement for the use of which limited common element shall be appurtenant to the Unit to which such Yard is adjacent, and the fence enclosing the Yard likewise shall be a limited common element, exclusive use of which shall be appurtenant to the Unit to which the Yard enclosed by such fence is adjacent.

C. The deck adjacent to each Unit is a limited common element, exclusive easement for the use of which limited common element shall be appurtenant to the Unit to which such deck is adjacent.

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: Utilities used in each unit will be separately metered for each unit but all utilities used for common elements, if any, will be provided on a common meter basis.

PURPOSE OF BUILDING AND RESTRICTION AS TO USE: The Declaration and By-Laws state that the Units shall be occupied and used only for residential purposes, subject to such limitations as may be contained in the Declaration and in the Bylaws of the Association of Owners, House Rules which may be adopted from time to time governing the use of the Units, and all laws, rules, regulations and statutes. The Project, and the Units, shall not be used for vacation rentals (being defined to be any rental for less than a six (6) month period to any one (1) occupant), and no advertisements of any kind for vacation rentals in connection with Units in the Project shall be permitted. No owner, occupant or user shall do, or suffer or permit to be done, anything which would impair the soundness or safety of the Project, or which

would increase the rate or result in the cancellation of insurance applicable to the Project or any part thereof, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units, or which would be contrary to law.

OWNERSHIP OF TITLE: The Developer has filed with the Commission a Preliminary Title Report issued by ISLAND TITLE CORPORATION, dated March 5, 1984, which reveals that ownership of fee simple title is vested in STATE OF HAWAII ACTING BY AND THROUGH THE HAWAII HOUSING AUTHORITY OF THE DEPARTMENT OF SOCIAL SERVICES AND HOUSING. The developer has provided a copy of a signed contract with the said Hawaii Housing Authority for acquisition for the land.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report reveals that the fee simple title is subject to the following encumbrances:

1. Real Property taxes (TMK 4-3-10:52) for further information, check with the Department of Finance, City and County of Honolulu.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

PURCHASE MONEY HANDLING: An executed copy of the Escrow Agreement dated April 17, 1984 by and between GUARDIAN ESCROW SERVICES, INC., a Hawaii corporation, as Escrow, and the developer, 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, as amended, 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) Developer has notified Escrow Agent of Developer's exercise of the option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to Owner; or
- (c) Developer has notified Escrow Agent that there is a material change in the condominium building plans for purchaser's apartment or the common elements of the Project subsequent to the execution of the sales contract requiring approval of a county officer having jurisdiction

over issuance of permits for construction of buildings, unless in either case the purchaser has given written approval or acceptance of the specific change; 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 or has not been deemed to have waived his right to a refund.

Among other provisions, the Sale Contract provides that if the Developer borrows money from an interim lender for the development of the project, 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 Units on the Project. In addition, the Seller has the right to increase the Sales Price under certain circumstances.

It is incumbent upon purchasers and 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.

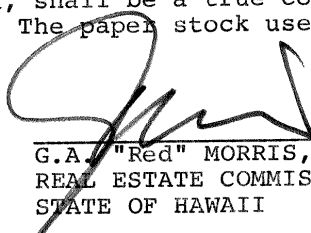
MANAGEMENT OF PROJECT: The By-Laws provide that the operation of the project shall be conducted for the Association of Unit Owners under the direction of the Board of Directors, and the Board of Directors may appoint a responsible corporate managing agent. No managing agent has been selected at this time.

STATUS OF PROJECT: The Developer advises that construction is anticipated to commence approximately June 1, 1984 and is estimated to be completed approximately on Mar. 31, 1985.

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 on April 19, 1984, and additional information submitted as of May 11, 1984.

THIS PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1599, filed with the Commission on April 19, 1984.

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. "Red" MORRIS, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

Registration No. 1599

Dated: May 15, 1984

EXHIBIT "A"

<u>UNIT NUMBER</u>	<u>APPROXIMATE AREA</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>
1	1,210 square feet	10.0
2	1,210 square feet	10.0
3	1,210 square feet	10.0
4	1,210 square feet	10.0
5	1,210 square feet	10.0
6	1,210 square feet	10.0
7	1,210 square feet	10.0
8	1,210 square feet	10.0
9	1,210 square feet	10.0
10	1,210 square feet	<u>10.0</u>
		100.0%

For purposes of voting on all matters requiring action by the owners and for purposes of allocation of common expenses, the above percentages shall govern. The method or formula used in computing the percentage of common interest was to derive a fraction, the numerator of which was the square footage for each Unit, the denominator of which was the aggregate square footage for all Units.

END OF EXHIBIT "A"