

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

NUUANU WOODS
Corner of Nuuanu Avenue and Coelho Way
Honolulu, Hawaii

Registration No. 1698

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: November 4, 1985

Expires: December 4, 1986

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 AUGUST 14, 1985 AND INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 24, 1985. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. NUUANU WOODS is a proposed fee simple condominium project consisting of ten (10) detached single family one and two story homes (called "apartments" for condominium purposes) to be built in accordance with floor plans filed with the Real Estate Commission.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and the issuance of this Preliminary Public Report.
3. The Developer reports that the Declaration of Horizontal Property Regime and the Bylaws have not been executed or recorded in the Bureau of Conveyances of the State of Hawaii.
4. As of this date, no advertising and promotional matters, other than those matters required under Section 514A-102, Hawaii Revised Statutes, have been submitted to the Commission pursuant to its rules and regulations.
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 automatically expires thirteen (13) months after the date of issuance, November 4, 1985, unless a Supplementary or Final Public Report issues, or the Commission, upon review of registration, issues an order extending the effective date of this report.
7. This Preliminary Public Report is made a part of registration of the NUUANU WOODS condominium project. The Developer shall be responsible for placing this Preliminary Public Report (yellow paper stock), together with the Disclosure Abstract, in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor from each such person.

NAME OF PROJECT: NUUANU WOODS

LOCATION: The project is located at the corner of Nuuanu Avenue and Coelho Way, City and County of Honolulu, State of Hawaii, and consists of approximately 56,892 square feet of land.

TAX KEY: 1-8-06: 19, 81, 82 and 83

ZONING: R-3

DEVELOPER: W. LAWRENCE CLAPP, whose business and post office address is 200 Halau Building, International Market Place, 2330 Kalakaua Avenue, Honolulu, Hawaii 96815 (Telephone: 923-9871).

ATTORNEY REPRESENTING DEVELOPER: Chun, Kerr & Dodd (Attention: Melvin Y. Kaneshige), 14th Floor, Amfac Building, 700 Bishop Street, Honolulu, Hawaii 96813; Telephone: 531-6575.

DESCRIPTION OF PROJECT AND APARTMENTS: The proposed Declaration of Horizontal Property Regime indicates that the project

will consist of ten (10) single family detached homes (called "apartments" for condominium purposes), each located within and situated upon certain specific delineated land areas shown in the Condominium Map. Each apartment will be constructed of wood, interior drywall partitions, glass, aluminum and appropriate trim. None of the apartments has a basement.

There are six models of apartments shown on the Condominium Map. These six models are designated as models "2", "2R", "3", "3A", "4" and "4R". Models 2R and 4R are mirror images of models "2" and "4", respectively. Apartments 1 and 2 are model "2" apartments; Apartments 3 and 4 are model "2R" apartments; Apartments 5, 6 and 8 are model "4R" apartments; Apartment 7 is a model "4" apartment; Apartment 9 is a model "3" apartment; and Apartment 10 is a model "3A" apartment.

The apartments are described as follows:

(a) Apartments 1, 2, 3 and 4 are separate single-story wood-frame structures, without basements, each containing two bedrooms, a den, two baths, a living room, a dining room and a kitchen containing a net living area of approximately 1,114.25 square feet, and a two-car garage containing an area of approximately 429 square feet.

(b) Apartments 5, 6, 7 and 8 are separate two-story, wood-frame structures, without basements, each containing four bedrooms, three baths, a living room, a dining room and a kitchen containing a net living area of approximately 1,589.25 square feet, and a two-car garage containing an area of approximately 395 square feet.

(c) Apartment 9 is a separate two-story, wood-frame structure, without basement, containing three bedrooms, two and one-half baths, a living room, a dining room and a kitchen containing a net living area of approximately 1,399.0 square feet, and a two-car garage containing an area of approximately 413 square feet.

(d) Apartment 10 is a separate two-story, wood frame structure, without basement, containing three bedrooms, two and one-half baths, a living room, a dining room and a kitchen containing a net living area of approximately 1,424.75 square feet, and a two-car garage containing an area of approximately 395 square feet.

Each apartment has immediate access to the yards, private roadway and other common elements of the project.

The approximate net living area of each apartment consists of the enclosed portion of such apartment measured from the interior surface of such apartment's perimeter walls.

Each apartment shall include all walls, ceilings, floors, slabs, foundations, doors and door frames, window and window frames, supporting beams and fixtures, if any, and all ducts, pumps, pipes, conduits, wires and other utility lines running through such apartment which do not serve or are not

utilized by any other apartment and excluding all easements shown on the Condominium Map. Each apartment shall not be deemed to include any pipes, wires, conduits or other utility lines running over, under or through such apartment which are utilized by or which serve more than one apartment, the same being deemed common elements as hereinafter provided.

COMMON ELEMENTS: The proposed Declaration of Horizontal Property Regime states that the common elements shall include all other portions of the project, other than the apartments (except as herein specifically included) and all other common elements mentioned in Chapter 514A, Hawaii Revised Statutes, which are actually included in the project, including specifically but not limited to:

(a) Said land in fee simple.

(b) All chain link and redwood fencing and concrete masonry unit and concrete rubble masonry walls located on the outer perimeter of the project as shown on the Condominium Map.

(c) All fencing that separates each of the limited common element yard areas around and appurtenant to each apartment (as described in Limited Common Elements below) from each of the limited common element yard areas as shown on the Condominium Map.

(d) All fencing within each of the limited common yard areas around and appurtenant to each apartment (as described in Limited Common Elements below).

(e) The private roadway located within the project as outlined on Sheet No. 2 of the Condominium Map (including the six (6) guest parking stalls located thereon), walk-ways, entry gates, enterphone system, mailboxes and refuse facilities.

(f) All sewer lines, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities and installations on, over, under and across the project which serve more than one apartment for services such as but not limited to power, light, water, gas, sewer, telephone and radio and television and cable television signal distribution.

(g) Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(h) The limited common elements described below.

LIMITED COMMON ELEMENTS: The proposed Declaration of Horizontal Property Regime states that certain parts of the common elements, called and designated "limited common elements", shall be set aside and reserved for the exclusive use of certain apartments, and such apartments 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) The various separate land areas ("Condo Lots") numbers "1" through "10" as shown on Sheet 3 of the Condominium Map shall be appurtenant to and for the exclusive use of the apartment having the same number. For example, Condo Lot 4 is appurtenant to and for the exclusive use of Apartment 4.

(b) The driveway, if any, extending from the private roadway within the project to the garage of each apartment as outlined on Sheet No. 2 of the Condominium Map, shall be appurtenant to and for the exclusive use of that apartment.

(c) All other common elements of the project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

PERCENTAGE OF UNDIVIDED OWNERSHIP TO BE CONVEYED TO PURCHASERS: Each apartment shall have appurtenant thereto the undivided percentage interest in the common elements of the project set forth below (hereinafter referred to as the "common interest"), and the same percentage share in all common profits and expenses of the common elements of the project, and, except as herein expressly provided for, the same percentage interest for all other purposes including but not limited to voting.

<u>Apartment No.</u>	<u>Percentage Common Interest</u>
1	10%
2	10%
3	10%
4	10%
5	10%
6	10%
7	10%
8	10%
9	10%
10	10%

PURPOSE OF APARTMENTS AND RESTRICTIONS AS TO USE: The apartments shall at all times be occupied and used only for residential purposes by the respective owners thereof, their tenants, licensees, families, domestic servants and social guests, and for no other purpose. No apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. The apartments shall not be rented for transient or hotel purposes, which are defined as: (1) rental for any period less than thirty (30) days; or (2) any rental in which the occupants of the apartments are provided customary hotel services such as room service for food and beverages, maid service, laundry and linen or bellboy service. The apartments in the project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-share purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy,

own or possess an apartment or apartments in the project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise.

OWNERSHIP OF TITLE: The Developer has submitted to the Commission a preliminary commitment for title insurance prepared by T.I. of Hawaii, Inc. dated October 3, 1985 which reflect that title to the property is held by American Savings and Loan Association. The Developer has also submitted to the Commission an unrecorded option agreement dated June 21, 1985 by and between American Savings and Loan Association and W. Lawrence Clapp which grants W. Lawrence Clapp an option to purchase the property.

ENCUMBRANCES: The preliminary title report reflects that title to the land is subject to:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

As to Parcels Second, Third and Fourth:

2. A Roadway Setback Line as delineated on the map prepared by Wa Joong Lum dated November 28, 1975.

As to Parcel Second:

3. Easement (10 feet wide) for sewer purposes, as delineated on said map prepared by Wa Joong Lum dated November 28, 1975.
4. Grant dated July 6, 1976, recorded on July 29, 1965 in Book 5099, Page 229, in favor of the City and County of Honolulu, a municipal corporation of the State of Hawaii, granting an easement for sewer purposes.

As to Parcel Fourth:

5. Easement (5 feet wide) for sewer purposes, in favor of Lot C, containing an area of 473 square feet.
6. Real property taxes due and payable, reference is made to Director of Finance, City and County of Honolulu.

PURCHASE MONEY HANDLING: A copy of the specimen sales contract and the executed escrow agreement dated October 8, 1985 have been submitted as part of the registration. The escrow agreement identifies T.I. OF HAWAII, INC., as the escrow agent. Upon examination, the specimen sales contract and the executed escrow agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended.

It is incumbent upon the purchaser and prospective purchaser to read and understand the escrow agreement before executing the sales agreement, since the escrow agreement prescribes the

procedure for receiving and disbursing purchaser's funds and the sales agreement specifically provides that funds may be disbursed for certain costs of the project prior to completion of construction.

Among other provisions the executed escrow agreement provides that a purchaser under contract of sale, upon written request, shall be entitled to a refund of all monies deposited with escrow, less a cancellation fee of \$25.00 imposed by the escrow agent, if any one of the following shall have occurred: (a) the Developer has requested escrow in writing to return to the purchaser the funds of such purchaser then held by escrow; or (b) the purchaser has cancelled his sales agreement under Sections 514A-62 or 63, Hawaii Revised Statutes.

The specimen sales contract provides in part: (1) that if the purchasers who have agreed to obtain mortgage loans have not secured commitments therefor within sixty (60) days after application for the same satisfactory to the Developer, the Developer may elect to terminate, at the Developer's option, the sales contract upon written notice to the purchaser and, upon such termination, all monies paid by the purchaser shall be refunded without interest, less the cost of any credit report, escrow cancellation fees, if any, and other costs actually incurred by the Developer or lending institution in processing such loan application; provided, however, that if the Developer ascertains that the purchaser has failed to qualify for the mortgage loan due to his failure to use his best efforts to obtain a mortgage loan in good faith or to do or perform all acts necessary to obtain such loan, then such factors shall constitute a default by the purchaser entitling the Developer to retain all sums paid as liquidated damages as provided in paragraph 20 of the sales contract; (2) that if a purchaser who shall not require financing has not submitted an acceptable financial statement, the Developer shall have thirty (30) days to terminate the sales contract and cause to be refunded to the purchaser the amounts already paid, without interest, less the cost of any credit report, escrow cancellation fees, if any, and other costs actually incurred in reviewing such financial statement; (3) prospective purchasers should be aware that the Developer's mortgage loans (interim, renewals and extensions) used for the construction of the project shall be and remain at all times a superior lien on the project, and purchasers intentionally waive and subordinate the priority of lien under the sales contract or reservation agreement in favor of such mortgage loans and waive any claims which they may have against the Developer for breach of the sales contract or reservation agreement in the event that said mortgage loans are foreclosed.

If the development and construction of the project is delayed due to matters or conditions beyond control of the Developer, the specimen sales contract reserves the right in the Developer to increase the total purchase price for the apartment after notice to the purchaser by an amount not in excess of the apartment's proportionate share (approximately based on the apartment's percentage common interest as specified in the sales contract) of the total amount of such increases in development and construction costs.

Additionally, the sales contract provides that the Developer makes no warranties, express or implied, with respect to the apartments or any common element or anything installed therein. The Developer shall assign to the purchasers any and all warranties given the Developer by the general contractor of the project together with any guarantees against faulty material or workmanship. The purchasers shall receive any direct warranties given by dealers or manufacturers on appliances installed in apartments and common elements.

PROGRAM OF FINANCING: The Developer has not yet obtained an interim construction loan or entered into a construction contract for Nuuanu Woods.

MANAGEMENT AND OPERATION: Article IV Section 2 of the proposed Bylaws states that the Board of Directors shall at all times employ a responsible corporate managing agent to manage and control the property subject at all times to direction by the Board of Directors. The Developer contemplates that Hawaiiana Management Company, 1100 Ward Avenue, Suite 1100, Honolulu, Hawaii, will be the initial managing agent.

STATUS OF PROJECT: The Developer advises that construction of NUUANU WOODS is presently intended to commence in December, 1985, and is presently estimated to be completed in May, 1986.

The purchaser or prospective purchaser should be cognizant of the fact that this Preliminary Public Report represents information disclosed by the Developer in the required Notice of Intention submitted August 14, 1985, and information subsequently filed as of October 24, 1985.

THIS PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1698 filed with the Commission on August 14, 1985.

The 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
T.I. OF HAWAII, INC.

REGISTRATION NO. 1698

DATE: November 4, 1985