

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

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

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
KAMAOLE ONE
Kihei, Maui, Hawaii

REGISTRATION NO. 506

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 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: March 30, 1973

Expires: April 30, 1974

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 and prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED DECEMBER 19, 1972 AND INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF MARCH 22, 1973. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514, HAWAII REVISED STATUTES.

1. KAMAOLE ONE is a proposed leasehold condominium project consisting of 12 apartment units contained in one two-story building. The building is of wood frame construction. The common elements include the parking areas, recreation area, walkways at each floor and grounds except fenced areas of the apartments. The limited common elements include: The stairway and landing at the South end of the building, which is appurtenant to Apartment 12; the stairway and landing at the North end of the building, which is appurtenant to Apartment 6; twelve parking spaces, numbered 1 thru 12, each together with lockers at the back wall thereof;

2. The Developer has complied with Section 514-14, Hawaii Revised Statutes, and has fulfilled the requirements for issuance of a Final Public Report prior to construction.
3. The Final Public Report is made a part of the registration on KAMAOLE ONE condominium project. The Developer is responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed copy of the Receipt for Horizontal Property Regime Public Report from each purchaser and prospective purchaser is also the responsibility of the Developer.
4. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of the condominium project and the issuance of this Final Public Report.
5. The Developer reports that the basic documents (Declaration of Horizontal Property Regime, with By-Laws of the Association of Apartment Owners attached, and a copy of the approved Floor Plans) have been filed in the office of the recording officer.

The Declaration executed with By-Laws attached, has been recorded in the Bureau of Conveyances, State of Hawaii, on March 9, 1973 in Liber 8989, Page 381. The Bureau of Conveyances has assigned Condominium Map No. 264 to the project.
6. No advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
7. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
8. This Final Public Report expires thirteen months from the date of issuance, March 30, 1973, unless a supplementary report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: KAMAOLE ONE

LOCATION: The 21,780 square feet of land committed to the Regime is located at 2230 Kihei Road, Kihei, Island of Maui, State of Hawaii.

TAX KEY: SECOND DIVISION 3-9-5-23

ZONING: Apartment - A-1

DEVELOPER: KAMAOLE ONE DEVELOPERS, INC., a Hawaii corporation, whose officers are:

PRESIDENT - Sanford J. Langa
 SECRETARY - Julian E. Simpson
 TREASURER - Jean C. Simpson

Telephone: 877-0232; Address: 313 Ano Street, Kahului, Maui, Hawaii.

ATTORNEYS REPRESENTING DEVELOPER: LANGA, KOHNE, WETTER and MOEN, (Attention: Sanford J. Langa), Wailuku Townhouse Building, Wailuku, Maui, Hawaii.
 Telephone: 244-9168.

DESCRIPTION: The Declaration of Horizontal Property Regime states that the project is to consist of twelve apartments in one building as follows:

- A. Apartments: Twelve (12) apartment units are designated, comprised of the spaces within the perimeter walls, floors and ceilings of each of twelve (12) apartment units of the project contained in one wood frame building containing numbered units as follows:
- (1) The building is a two-story building containing 5 two-bedroom apartments, designated as Apartments 1 through 5, on the first floor; and seven two-bedroom apartments, designated as Apartments 6 through 12 on the second floor.
 - (2) Each apartment contains the number of rooms and approximate floor area according to its respective plan as follows:
 - (a) Two apartments each consisting of two-bedrooms, two baths, one kitchen, one living room, a hallway, a lanai and a fenced garden, and each containing approximately 1,163 square feet of living area, including the lanai and fenced garden, and being designated as Apartments 1 and 5.
 - (b) Three apartments each consisting of two bedrooms, two baths, one kitchen, one living room, a hallway, an entry way, a lanai and a fenced garden and each containing approximately 1,335 square feet living area, including the lanai and fenced garden and being designated as Apartments 2, 3 and 4.
 - (c) Two apartments each consisting of two-bedrooms, two baths, one kitchen, one living room, a hallway, a lanai, and each containing approximately 933 square feet of living area including the lanai, and being designated as Apartments 6 and 12.
 - (d) Five apartments each consisting of two bedrooms, two baths, one kitchen, one living room, a hallway, a stairway, an entry way, an attic and a lanai, and each containing approximately 977 square feet of floor space including the lanai and being designated as Apartments 7 through 11.
 - (3) The apartments are located in the manner shown on set of floor plans filed with the Commission and also filed in the Bureau of Conveyances as Condominium Map No. 264.
 - (4) Each apartment has one entry, and each apartment has access by way of a common walkway at each floor level, except that Apartments 6 and 12 have stairways and landings that are limited common elements restricted to the use of each apartment respectively.
 - (5) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding the apartments, or any pipes, wires, conduits, or other utility lines running through such apartments which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, and the built-in fixtures.

COMMON ELEMENTS: One freehold estate is designated of all remaining portions of the project, including specifically, but not limited to:

- (1) Said land in fee simple;
- (2) All foundations, floors, columns, girders, beams, supports, bearing walls, roofs, chases, entries, exterior stairways and walkways of said buildings;
- (3) All yards, grounds, landscaping, except fenced areas of the apartments;
- (4) All parking areas and driveways;
- (5) All ducts, electrical equipment, wiring and other central and appurtenant installations including power, light, water, sewage treatment system, water sprinkling system, and telephone;
- (6) Recreation area and equipment, mailboxes, refuse facilities and well site;
- (7) A concrete structure containing covered parking space, utility and storage facilities, designated as the "parking structure".

LIMITED COMMON ELEMENTS: Certain parts of the common elements herein called and designated "limited common elements," are set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and reserved are:

- (1) The stairway and landing at the South end of the building, which is appurtenant to Apartment 12.
- (2) The stairway and landing at the North end of the building, which is appurtenant to Apartment 6.
- (3) Twelve parking spaces, numbered 1 thru 12, each together with the lockers at the back wall thereof. Each of said parking spaces with its associated locker is appurtenant to the apartment having the same number.

INTEREST TO BE CONVEYED TO PURCHASER: There will be conveyed to the purchaser a leasehold interest in the apartment purchased. The specimen Apartment Lease specified that the lease will be for a term ending the last day of March 2030. The rent for the first fifteen years of the apartment lease will be \$86.67 per month, net, over and above all taxes, assessments and other charges payable by lessee. The rent for the remaining period of the lease is to be determined as follows:

- (1) During the 5-year period next following the initial period, the annual rent shall be \$151.67 per month;
- (2) During the 5-year period next following the previous 5-year period, the annual rent shall be \$173.34 per month;
- (3) During the remaining period of the lease, the rent shall be determined by negotiation or arbitration at 10-year intervals.

The apartment lease will provide that the Lessee shall be deemed to be the owner of his apartment for all purposes of the Horizontal Property Regime; provided, however, that any vote or other action of the Lessee with respect to construction plan, partition of the project, amendment of the Declaration or the By-Laws, appointment of the Managing Agent, or any other matter as to which the Lease requires the approval or consent of the Lessor, shall be effective only with the Lessor's consent.

The apartment lease will permit the Lessee to sell, sublet or mortgage his interest in the apartment without the consent of the Lessor.

The Declaration and specimen Apartment Lease reflects that the leasehold interest conveyed by each apartment lease shall include a 1/12th undivided interest in the common elements of the project, together with non-exclusive easements in the common elements for use according to their respective purposes.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration specifies that the apartments shall be used and occupied only as private dwellings by the respective owners, their tenants, families, domestic servants and social guests, and the owners of the respective apartments shall have the right to lease or rent their apartments for transient purposes, subject to all the provisions of the Declaration.

OWNERSHIP OF TITLE: A Preliminary Report dated March 9, 1973 prepared by Security Title Corporation certifies that Julian E. Simpson and Jean C. Simpson have title to the land committed to the project.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report dated March 9, 1973 by Security Title Corporation certifies that there are no liens or encumbrances of whatever kind or nature of record against the title, save and except the following:

- (1) Taxes that may be due and owing and a lien on the land, as to which reference is made to the Office of the Tax Assessor of the Second Division.
- (2) Lease dated December 1, 1972, recorded in Book 8813, Page 168, made by Julian E. Simpson and Jean C. Simpson to Kamaole One Developers, Inc., the developer of this project, for a term commencing December 1, 1972, and ending March 30, 2030, subject to cancellation upon issuance of the apartment leases;
- (3) The covenants, agreements, obligations, conditions and other provisions set forth in that certain "Kamaole One Declaration of Horizontal Property Regime" dated November 20, 1972, recorded on March 9, 1973 in said Bureau of Conveyances in Book 8989, Page 381, and the By-Laws attached thereto.
- (4) Condominium Map No. 264 filed in said Bureau of Conveyances on March 9, 1973.
- (5) Real Property Mortgage and Financing Statement dated May 3, 1971, recorded in Book 7528, Page 140, in favor of First Hawaiian Bank.

PURCHASE MONEY HANDLING: The Developer has complied with the provisions of Section 514-15 of the Hawaii Revised Statutes by filing with the Commission the following:

- (1) Developer's verified statement of a total development cost.
- (2) Developer's verified estimated completion date of the entire project.
- (3) Copies or satisfactory evidence of executed construction contracts and bonds therefor are as follows:
 - (a) Agreement dated February 8, 1973 by and between Kamaole One Developers, Inc., as Developer, and O. Wilson Construction Co., Inc., as contractor for construction of a twelve unit apartment complex and parking structure.
 - (b) Performance bond for said construction, dated March 6, 1973, issued by the Hawaiian Insurance and Guaranty Company, Ltd., as surety.

The bond is in the amount of not less than 100% of the construction contract price.

- (4) A copy of the executed Escrow Agreement dated December 4, 1972, identifies Security Title Corporation as the escrow agent. On examination, the specimen Deposit Receipt and Contract and the executed Escrow Agreement are found to be in compliance with Sections 514-36 through 514-40, Hawaii Revised Statutes.

Among other provisions the executed Escrow Agreement states that a purchaser under contract of sale, upon written request, shall be entitled to a refund of all monies deposited with Escrow, without interest, and less Escrow's \$25 cancellation fee, if Purchaser shall in writing request refund of his funds and any of the following events shall have occurred:

- (a) Escrow receives a written request from Seller to return to Purchaser the funds of such Purchaser; or
- (b) If a Purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the condominium building plans, subsequent to the execution of Purchaser's sales agreement, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction of buildings, unless the Purchaser has given written approval or acceptance of the specific change; or
- (c) If a Purchaser's funds were obtained prior to the issuance of a Final Public Report and the request is prior to the time the Final Public Report is issued; or
- (d) If the Final Public Report differs in any material respect from the Preliminary Public Report, unless the purchaser has given written approval or acceptance of the difference; or
- (e) If the Final Public Report is not issued within one year from the date of issuance of the Preliminary Public Report.

Purchaser shall in any event have the right to a refund of any money deposited in Escrow, less said cancellation fee, without interest, upon written request therefor at any time within fifteen (15) days after the issuance of a Final Public Report on the project.

Among other provisions, the specimen Deposit Receipt and Contract states that in the event less than eighty per cent (80%) of the apartments are sold prior to December 1973, Seller may at its option cancel this agreement, refund to Buyer all monies paid, and be relieved and released of all further liabilities hereunder.

The specimen Deposit Receipt and Contract states that the terms of the Escrow Agreement are made a part of the Contract of Sale by reference. It is incumbent upon the purchaser and prospective purchaser that he reads with care the Deposit Receipt and Contract and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the dwelling units and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds.

MANAGEMENT AND OPERATIONS: The Developer advises that no contract has been entered into for employment of the management agent. The Developer plans to submit the decision as to the choice of the managing agent to a meeting of the apartment purchaser which will be held shortly prior to close of escrow. The Developer plans to recommend employment of Ronald A. Kawahara whose office is at 204 Lahaina Shopping Center Office Building, Lahaina, Maui, Hawaii.

STATUS OF PROJECT: The Developer advises that commencement of construction is scheduled for April 1, 1973. A building contract has been executed February 8, 1972, and the contractor is identified as O. Wilson Construction Company, Inc. It is estimated that the building will be completed for occupancy in approximately 8 months from the commencement of construction.

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 December 19, 1972, and information subsequently filed as of March 22, 1973.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 506 filed with the Commission on December 19, 1972.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be white.



(for) DOUGLAS R. SODEVANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

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FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 506

March 30, 1973