

# 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

on

KALAMA PLAZA  
Kihei, Maui, Hawaii

REGISTRATION NO. 615

### 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 1, 1973

Expires: December 1, 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 or prospective purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED SEPTEMBER 7, 1973. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, HAWAII REVISED STATUTES, CHAPTER 514.

1. KALAMA PLAZA is a fee simple condominium project consisting of seventy-five (75) apartments arranged throughout a single building of six (6) stories, including the ground floor. The common elements include the ground floor lobby and service entry, toilets, desk and mail room, outdoor lighting, and an apartment for the lodging and use of persons employed for the operation of the property, located on the southeast corner of the second story, and marked on the Condominium Map as "Manager's Apartment".

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 issuance of this Preliminary Public Report.
3. The basic documents (Declaration Of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a copy of the approved Floor Plans) have not been filed in the office of the recording officer.
4. No advertising or promotional matter has been submitted pursuant to rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Hawaii Revised Statutes, Chapter 514, 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 date of issuance, November 1, 1973, unless a Supplementary Public Report issues or the Commission, upon review of registration, issues an order extending the effective period of this report.

NAME OF PROJECT: KALAMA PLAZA

LOCATION: The approximate 1.00 acre of land to be committed to the regime is situated at Kamaole Beach Homesteads, Kula, Maui, Hawaii.

TAX KEY: SECOND DIVISION 3-9-03-07

ZONING: B-2 (Community Business District)

DEVELOPER: ALII KALAMA HUI, a limited partnership organized under the laws of the State of Hawaii, whose address is: 1913 South Kihei Road, Kihei, Maui, Hawaii. WALTER C. WITTE, of 2994 S. Kihei Road, Kihei, Maui, Hawaii, telephone number 879-2069, is the general partner.

ATTORNEY REPRESENTING DEVELOPER: Crockett & Crockett (Attention: Mr. William F. Crockett), 38 South Market Street, Wailuku, Maui, Hawaii. Telephone: 244-3796.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the project is to consist of seventy-five (75) apartments (sixty-nine (69) residential apartments, and six (6) commercial apartments), arranged throughout a single building of six (6) stories situate upon 1.00 acre of land.

The principal materials of which the building shall be constructed are as follows: the foundation shall be of poured in place reinforced concrete; the ground floor shall be poured in place on ground reinforced concrete; the floors above the ground floor shall be pre-cast concrete slabs; the structural frame (except the columns and beams between the ground floor and the second story), and the perimeter walls between the apartments, shall be of reinforced masonry; the columns and beams between the ground

floor and the second story shall be of reinforced concrete; the walls within each apartment shall be of metal studs covered with gypsum board; the roof shall be built up with gravel over membrane; the interior concrete floors of the residential apartments shall be covered with carpet or vinyl; the interior concrete floors of the commercial apartments shall be covered with vinyl.

Apartments C-1, C-2, C-3, and C-4 are located on the ground floor, and are numbered, in ascending order, from east to west.

Apartments C-5 and C-6 are located on the second floor, and are numbered, in ascending order, from north to south.

Apartments 201, 203, 205, 207, 209, 211, and 215 are located on the north side of the second floor, and are numbered, in ascending order, from west to east. Apartments 202, 204, 206, 208, 210, and 212 are located on the south side of the second floor, and are numbered, in ascending order, from west to east.

Apartments 301, 303, 305, 307, 309, 311, and 315 are located on the north side of the third floor, and are numbered, in ascending order, from west to east. Apartments 302, 304, 306, 308, 310, 312, and 314 are located on the south side of the third floor, and are numbered, in ascending order, from west to east.

Apartments 401, 403, 405, 407, 409, 411, and 415 are located on the north side of the fourth floor, and are numbered, in ascending order, from west to east. Apartments 402, 404, 406, 408, 410, 412, and 414 are located on the south side of the fourth floor, and are numbered, in ascending order, from west to east.

Apartments 501, 503, 505, 507, 509, 511, and 515 are located on the north side of the fifth floor, and are numbered, in ascending order, from west to east. Apartments 502, 504, 506, 508, 510, 512, and 514 are located on the south side of the fifth floor, and are numbered, in ascending order, from west to east.

Apartments 601, 603, 605, 607, 609, 611, and 615 are located on the north side of the sixth floor, and are numbered, in ascending order, from west to east. Apartments 602, 604, 606, 608, 610, 612, and 614 are located on the south side of the sixth floor, and are numbered, in ascending order, from west to east.

Apartment C-1 is a commercial apartment, without separate rooms, which may subsequently be partitioned into several separate rooms or commercial spaces by the owner thereof, that shall have an approximate enclosed floor space of 4187 square feet.

Apartment C-2 is a commercial apartment, without separate rooms, which may subsequently be partitioned into several separate rooms or commercial spaces by the owner thereof, that shall have an approximate enclosed floor space of 322 square feet.

Apartment C-3 is a commercial apartment, without separate rooms, which may subsequently be partitioned into several separate rooms or commercial spaces by the owner thereof, that shall have an approximate enclosed floor space of 2642 square feet.

Apartment C-4 is a commercial apartment, without separate rooms, which may subsequently be partitioned into several separate rooms or commercial spaces by the owner thereof, that shall have an approximate enclosed floor space of 2200 square feet.

Apartment C-5 is a commercial apartment, without separate rooms, which may subsequently be partitioned into several separate rooms or commercial spaces by the owner thereof, that shall have an approximate enclosed floor space of 250 square feet.

Apartment C-6 is a commercial apartment, without separate rooms, which may subsequently be partitioned into several separate rooms or commercial spaces by the owner thereof, that shall have an approximate enclosed floor space of 250 square feet.

The residential apartments are of three (3) types: "A One Bedroom Apartments", "B Studio Apartments"; "C Two Bedroom Apartments".

The following fifty-six (56) apartments are "A One Bedroom Apartments": 201, 203, 205, 207, 209, 211, 215, 202, 204, 206, 210, 212, 303, 305, 307, 309, 311, 315, 304, 306, 310, 312, 314, 403, 405, 407, 409, 411, 415, 404, 406, 410, 412, 414, 503, 505, 507, 509, 511, 515, 504, 506, 510, 512, 514, 603, 605, 607, 609, 611, 615, 604, 606, 610, 612, and 614.

Each "A One Bedroom Apartment" shall consist of a bedroom, two baths, kitchen, foyer, dining area, living area, and lanai, and each such apartment shall have an approximate enclosed floor space of 636 square feet, a lanai of approximately 226 square feet, and an approximate total floor area of 862 square feet.

The following five (5) apartments are "B Studio Apartments": 208, 308, 408, 508, and 608.

Each "B Studio Apartment" shall consist of a living area, kitchen, bath, foyer, and lanai, and each such apartment shall have an approximate enclosed floor space of 328 square feet, a lanai of approximately 103 square feet, and an approximate total floor area of 431 square feet.

The following eight (8) apartments are "C Two Bedroom Apartments": 301, 302, 401, 402, 501, 502, 601, and 602.

Each "C Two Bedroom Apartment" shall consist of two bedrooms, two baths, kitchen, foyer, dining area, living area, and two lanais, and each such apartment shall have an approximate enclosed floor space of 803 square feet, lanais of approximately 265 square feet, and an approximate total floor area of 1068 square feet.

Apartments C-1, C-2, C-3, and C-4 shall have immediate access to the land submitted to the horizontal property regime. Each other apartment shall have immediate access to the corridor immediately adjacent to and connecting the apartments of each floor above the ground floor, and the stairs and elevators between the floors.

Each apartment shall consist of the space measured horizontally by the distances between the interior surfaces of the perimeter walls of each apartment, and the space measured by the lanai or lanais of each apartment with a lanai, and measured vertically by the distance between the topside surface of the concrete floor and the underside surface of the concrete ceiling of each apartment.

In addition to the rights and easements created and established by Haw. Rev. Stat. Chapter 514 in and with respect to the common elements of the horizontal property regime hereby established, each apartment shall have appurtenant thereto, under and by virtue of the Declaration Of Horizontal Property Regime, a non-exclusive easement in the common elements designed for such purpose for ingress and egress, utility services, support, maintenance and repair, as the case may be; and the Association shall have the irrevocable right, under and by virtue of the Declaration Of Horizontal Property Regime, and in addition to the rights created and given to the apartment owners by Haw. Rev. Stat. Section 514-6(f), to be exercised by its Board of Directors, Manager or Managing Agent, as the case may be, to enter each apartment from time to time during reasonable hours as may be necessary for the repair, replacement, restoration or installation of any common element.

COMMON ELEMENTS: The proposed Declaration reflects that the common elements include:

(a) The land heretofore described, and the super-adjacent airspace above the roof, and next to the exterior walls, of the said building.

(b) All foundations, columns, girders, beams and supports, roof, structural frame, perimeter walls between apartments, floors and ceilings, the corridors on each floor above the ground floor, stairs, elevators and elevator shafts.

(c) The ground floor lobby and service entry, toilets, desk and mail room, outdoor lighting, and an apartment for the lodging and use of persons employed for the operation of the property, located on the southeast corner of the second story, and marked on the Condominium Map as "Manager's Apartment".

(d) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, refrigeration, television, sewage disposal, and other utilities (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in apartments), and all tanks, pumps, motors, fans, compressors, ducts and other apparatus and installations existing for common use.

(e) All tangible personal property, accounts, general intangibles, instruments and money, and any apartment of the regime, acquired and held by the Association or the Board of Directors of the horizontal property regime, or their agents, for the administration, maintenance, safety and operation of the common elements of the regime, or for the common use and benefit of the apartment owners.

(f) All other apparatus and installations existing for, or rationally of common use to, or necessary or convenient to the existence, maintenance or safety of all the apartments of the horizontal property regime hereby established.

LIMITED COMMON ELEMENTS: There shall be appurtenant to the several residential apartments, as a limited common element, appertaining to and reserved for the joint and exclusive use of such residential apartments, the tenant storage room and the tenant laundry room located on the east side of the building.

There shall be appurtenant to the several commercial apartments, as a limited common element, appertaining to and reserved for the joint and exclusive use of such commercial apartments, the parking stalls in the parking area as shown and marked on the Condominium Map as "commercial parking".

INTEREST TO BE CONVEYED TO PURCHASER: The proposed Declaration reflects that the percentage of undivided interest in the common elements appertaining to the apartments is as follows:

Apartment No.	201	1.200%
	202	1.200%
	203	1.200%
	204	1.200%
	205	1.200%
	206	1.200%
	207	1.200%
	208	.600%
	209	1.200%
	210	1.200%
	211	1.200%
	212	1.200%
	215	1.200%
	301	1.600%
	302	1.600%
	303	1.200%
	304	1.200%
	305	1.200%
	306	1.200%
	307	1.200%
	308	.600%
	309	1.200%
	310	1.200%
	311	1.200%
	312	1.200%
	314	1.200%
	315	1.200%
	401	1.600%
	402	1.600%
	403	1.200%
	404	1.200%
	405	1.200%
	406	1.200%
	407	1.200%
	408	.600%
	409	1.200%
	410	1.200%
	411	1.200%
	412	1.200%
	414	1.200%
	415	1.200%
	501	1.600%
	502	1.600%
	503	1.200%
	504	1.200%
	505	1.200%

Apartment No.	506	1.200%
	507	1.200%
	508	.600%
	509	1.200%
	510	1.200%
	511	1.200%
	512	1.200%
	514	1.200%
	515	1.200%
	601	1.600%
	602	1.600%
	603	1.200%
	604	1.200%
	605	1.200%
	606	1.200%
	607	1.200%
	608	.600%
	609	1.200%
	610	1.200%
	611	1.200%
	612	1.200%
	614	1.200%
	615	1.200%
	C-1	7.140%
	C-2	.550%
	C-3	4.420%
	C-4	4.000%
	C-5	.445%
	C-6	.445%

The undivided interests established and to be conveyed with the respective "apartments" cannot be changed, and the Developer covenants and agrees that the undivided interests in the "common elements" and the fee simple titles to the respective "apartments" to be conveyed, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "apartment" even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the "apartment". The proportionate shares of the separate owners of the respective "apartments" in the profits and common expenses in the "common areas and facilities" as well as their proportionate representation for voting purposes in the Association of Apartment Owners shall be the undivided interest shown above.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration reflects that the residential apartments are intended to be used as residential apartments, but such apartments may be leased or rented from time to time to transients and the commercial apartments are intended for use as offices, retail shops, or by accessory business or service establishments which supply commodities or perform services primarily for the occupants of the residential apartments. The Declaration further provides that, in any event, and notwithstanding the statements as to the intended uses of the commercial apartments, no use shall be made or permitted to be made

of any apartment which will increase the cost of obtaining any casualty insurance for the property, or which will cause the cancellation of any such insurance policy, nor shall any occupant of an apartment sell or permit to be kept, used or sold in or about any apartment any article which may be prohibited by any such insurance policy, and every owner of an apartment shall at his cost promptly comply with any requirements of any such insurer with respect to the use of his apartment.

OWNERSHIP OF TITLE: A Preliminary Report dated August 20, 1973, prepared by Security Title Corporation, certifies that ALII KALAMA HUI, a limited partnership organized under the laws of the State of Hawaii, has title to the land committed to the project.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report, prepared August 20, 1973, by Security Title Corporation, certifies that there are no liens or encumbrances of whatever kind or nature of record against said title, save and except the following:

Taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the Second Division;

Mortgage dated June 8, 1972, made by Alii Kalama Hui, a limited partnership organized under the laws of the State of Hawaii, to KIHEI-DAVIS, a limited partnership organized under the laws of the State of Hawaii, recorded in Liber 8526, Page 462.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated August 15, 1973, identifies Security Title Corporation, a Hawaii corporation, as the Escrow Agent.

On examination the specimen Contract of Sale and the executed Escrow Agreement are found to be in compliance with Hawaii Revised Statutes, Chapter 514, and particularly Hawaii Revised Statutes, Section 514-35 and Section 514-36 through Section 514-40.

Among other provisions the executed Escrow Agreement states that a purchaser under a contract of sale shall be entitled to a refund of all money deposited with Escrow, and Escrow shall return such funds to such purchaser, without interest, and less a cancellation fee of \$15 to be kept by Escrow, if a purchaser shall file with Escrow a written request for the refund of such funds, and if any of the following events shall have occurred:

(i) If funds were obtained from an apartment purchaser prior to the issuance of a final public report upon the project by the Hawaii Real Estate Commission, and there is a change in the plans for the said building requiring the approval of the official of the County of Maui having jurisdiction over the issuance of permits for the construction of buildings, unless Developer obtains the written approval or acceptance of such specific change in building plans by such apartment purchaser.

(ii) The Final Public Report upon the project differs from the Preliminary Public Report upon the project issued by the Real Estate Commission of the State of Hawaii in any material respect.

(iii) Such Final Public Report is not issued within one (1) year from the date of issuance of such Preliminary Public Report.

(iv) Upon the occurrence of any other event which, under Haw. Rev. Stat., Chapter 514, gives an apartment purchaser under a contract of sale the right to a refund of his purchase money deposited in escrow.

In addition, the Escrow Agreement provides that, in the event of the rescission of any contract of sale, including without limitation a rescission of a Contract of Sale by the Developer for the failure of an apartment purchaser to furnish evidence of its ability to provide funds for the purchase of such apartment, Escrow shall have the right to retain a reasonable cancellation fee for its services from the purchase price deposited by such apartment purchaser.

The specimen Contract of Sale 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 Contract of Sale and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the apartments 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 By-Laws empower the Board of Directors with the authority to acquire and pay for the services of a person or firm to manage the Horizontal Property Regime. No property manager has been identified in the notice of intention to sell.

STATUS OF PROJECT: No building contract has been executed.

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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 September 7, 1973.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 615 filed with the Commission on September 7, 1973.

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

Distribution:  
DEPARTMENT OF TAXATION  
BUREAU OF CONVEYANCES  
PLANNING DEPARTMENT, COUNTY OF MAUI  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

REGISTRATION NO. 615  
November 1, 1973