

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

1010 RICHARDS STREET
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HONOLULU, HAWAII 96801

**PRELIMINARY
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT**

on

HO-ME ALOHA
2542 Date Street
Honolulu, Hawaii
REGISTRATION NO. 737

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: December 27, 1974
Expires: January 27, 1976

SPECIAL ATTENTION

A comprehensive reading by the prospective purchase is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED DECEMBER 4, 1974, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF DECEMBER 26, 1974.

DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT (CHAPTER 514, HAWAII REVISED STATUTES).

1. HO-ME ALOHA is a proposed leasehold condominium project consisting of one hundred (100) apartment units arranged throughout a 16-story building. There will be 100 parking stalls arranged throughout a three-level parking garage.
2. The proposed Declaration and other information submitted by Developer indicates that purchasers will receive a leasehold interest by way of an apartment lease issued directly by the fee owner.
3. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of the Preliminary Public Report.
4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association and Apartment Owners and a copy of Approved Floor Plans) have not yet been filed in the office of the recording officer.
5. The Developer has advised the Commission that advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public exposure.
6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the rules and regulations promulgated thereunder which relate to Horizontal Property Regimes.
7. This Preliminary Public Report is made a part of the registration of the Ho-Me Aloha Condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers.
8. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, December 27, 1974 unless a Supplementary Public Report issues or the Commission upon review of registration issues an order extending the effective period of this report.

Each of the residential floors of the building shall contain eight (8) apartments, with the exception of the Penthouse floor which shall contain four (4) penthouse apartments. Each residential floor shall also have an elevator foyer, elevators, an access corridor, electrical room and stairways. The roof of the building will contain an elevator machine room, heater room and storage room.

2. Apartments. Each apartment has been given a number designation by which its location in the building can be determined. With respect to the apartments on the 1st through the 12th residential floors, the first digit (in the case of three digit numbers), or the first two digits (in the case of four digit numbers), indicates the floor of the building on which the apartment is located. The last two digits of each number indicate the location of an apartment on a floor, with the lowest numbered apartment on each floor being located on the westerly end of the building and the highest numbered apartment being located on the easterly end of the building. Apartments on the Penthouse floor shall be designated PH-1 through PH-4, inclusive.

The apartments are designated on said Condominium Map and described as follows:

(a) Each of the 24 one-bedroom apartments of the Project which utilize a Type A floor plan (being all apartments having numbers ending in "01" and "08") shall contain five (5) rooms, consisting specifically of an entry, living-dining room, one bedroom, kitchen and bathroom. The gross floor area of each of said apartments is approximately 648 square feet, including a lanai of 80 square feet. On each residential floor, except the Penthouse floor, Type A apartments will occupy the two end units, with the floor plan of the apartment on the east end of the building being the reverse of the floor plan of the apartment on the west end.

(b) The 72 one-bedroom apartments utilizing a Type B floor plan (being all apartments having numbers ending in "02", "03", "04", "05", "06" and "07") are identical to the Type A apartments in terms of the type and number of rooms. However, the Type B apartments are slightly smaller than the Type A units, having a gross floor area of 643 square feet, including a lanai of 80 square feet. Type B apartments will occupy the interior six (6) apartments on each residential floor except the Penthouse floor, with each odd-numbered apartment having a floor plan which is the reverse of the floor plan of the even-numbered apartments.

(c) Each of the two (2) two-bedroom penthouse apartments utilizing a Type C floor plan (PH-1, and PH-4) shall contain seven (7) rooms, consisting specifically of an entry, living-dining room, two bedrooms, kitchen and two bathrooms. The gross floor area of said apartments is approximately 1,342 square feet, including a lanai of 450 square feet. Type C apartments occupy the end units on the Penthouse floor, with the floor layout of the apartment on the east end of the building being

the reverse of the floor layout of the apartment on the west end of the building.

(d) The two (2) two-bedroom penthouse apartments utilizing a Type D floor plan (PH-2 and PH-3) are identical to the Type C apartments in terms of the type and number of rooms. However, the Type D apartments are slightly smaller than the Type D units, having a gross floor area of 1,335 square feet, including a lanai of 450 square feet. Type D apartments will occupy the interior two (2) units on the Penthouse Floor with PH-2 having a floor plan which is the reverse of that utilized for PH-3.

3. Access. Each apartment has immediate access to its entry after travel by passenger elevator or stairway to its designated floor and by the walkways, driveways, and ramps connecting the building to the street entrances of the Project. The building shall be serviced by two elevators and two stairways.

4. Limits of Apartments. The respective apartment units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, the interior party or load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility lines running through such apartment unit which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Subject to the foregoing, each apartment shall be deemed to include all of 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, the air space encompassed within the apartment and the fixtures and appliances originally installed therein.

COMMON ELEMENTS: The proposed Declaration states that the common elements shall include but shall not be limited to the following:

1. All land in fee simple;
2. All foundations, columns, girders, beams, floor slabs, supports, perimeter and load-bearing walls (except for the inner decorated surface within each unit), roofs, stairways, walkways, entrances and exists of said building;
3. All yards, grounds, landscaping, refuse facilities, the swimming pool and its filtration equipment and all other recreational facilities and appurtenances;
4. All driveways, loading bay areas and parking areas;
5. All lobbies, elevators, storage areas, trash rooms, elevators, equipment rooms and mailboxes;
6. All ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities, installations which serve more than one apartment for

services such as power, light, water, gas, refuse, telephone and radio and television signal distributions, and passenger elevators.

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

LIMITED COMMON ELEMENTS: The Declaration provides that certain parts of the common elements, designated as "limited common elements", are hereby 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 by the Declaration are as follows:

1. The elevator foyer and access corridor on each residential floor shall be appurtenant to and for the exclusive use of the apartments which are located on each such floor.

2. One or more automobile parking spaces, so designated on said Condominium Map by the number corresponding to the number of each apartment shall be appurtenant to and for the exclusive use of such apartment, with which the same shall be transferred upon the initial conveyance by lease. Each apartment shall always have at least one parking space appurtenant to it, but otherwise any parking space easement may be transferred from apartment to apartment in the Project but shall always be appurtenant to one of the apartments in the Project.

INTEREST TO BE CONVEYED TO PURCHASERS: Each apartment shall have appurtenant thereto an undivided percentage interest (herein called the "common interest") in all common elements of the Projects and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting, as follows:

<u>Apartment Designation</u>	<u>Common Interest</u>
Type A Apartments (Apartment Nos. 101-1201 and 108-1208)	.9642%
Type B Apartments (Apartment Nos. 102-1202, 103-1203, 104-1204, 105-1205, 106-1206 and 107-1207)	.9568%
Type C Apartments (PH-1 and PH-4)	1.9983%
Type D Apartments (PH-2 and PH-3)	1.9865%

RESTRICTIONS AS TO USE: The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the

occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes, the owners of the respective apartments shall have the absolute right to lease such apartment subject to all of the provisions of the Declaration and By-Laws.

OWNERSHIP OF TITLE: The preliminary title report, date December 12, 1974, issued by Title Guaranty of Hawaii, Inc. indicates that fee simple title to the land is vested in the Trustees of the Liliuokalani Trust.

ENCUMBRANCES AGAINST TITLE:

1. A right of way in the nature of an easement in favor of the State of Hawaii over roads running to land belonging to the State of Hawaii as shown and delineated upon the map accompanying Application No. 796, mentioned in Transfer Certificate of Title No. 16,153.

2. Any riparian rights of the State of Hawaii in the flow of water through ditches shown and delineated upon the map accompanying Application No. 796, mentioned in Transfer Certificate of Title No. 16,153.

3. Grant for electric utility purposes in favor of Hawaiian Electric Company, Limited and Mutual Telephone Company, filed as Document No. 146054.

4. Grant for sewer purposes in favor of the City and County of Honolulu as shown on Map 17 of Land Court Application No. 796, filed as Document No. 357093.

5. 1974-75 Real Property Taxes.

6. Lease dated July 17, 1946 between Alexander George Morison Robertson, et al., as Trustees of the Liliuokalani Trust, as Lessors and Wah Hin Lum, as Lessee filed in said Office as Land Court Document No. 110862, as amended by instrument dated April 29, 1949 and filed as Land Court Document No. 110867, and as further amended by instrument dated January 31, 1974, and filed as Land Court Document No. 674525, said lease, as amended, by mesne assignments assigned to Hirata Realty, Inc., a Hawaii corporation, by instrument dated March 13, 1974, and filed as Land Court Document No. 674526.

PURCHASE MONEY HANDLING: An executed Escrow Agreement, dated December 3, 1974, identifies Title Guaranty Escrow Services, Inc. as the Escrow Agent. Upon examination of the Escrow Agreement, as amended, it is found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particular Section 514-35 through Section 514-40.

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, less escrow's \$25.00 cancellation fees, if any, if the following events shall have occurred:

(1) Developer has requested escrow to return to purchaser the funds of purchaser then being held thereunder by escrow;

(2) Developer has notified escrow of developer's exercise of the option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to developer;

(3) If the purchaser's funds were obtained prior to the issuance of the Final Public Report and if there is any change in the building plans requiring approval of a county officer having jurisdiction over the issuance of building permits, except such changes as are specifically authorized in the Declaration of Horizontal Property Regime or by the terms of the Sales Contract, or to which said purchaser has otherwise consented in writing;

(4) The Final Report differs in any material respect from the Preliminary Report, and the purchaser's written approval of such change has not been obtained; or

(5) The Final Report is not issued within one (1) year from the date of issuance of the Preliminary Report.

The executed Escrow Agreement also provides that the purchaser's funds may be used to pay for construction costs of the building and other improvements and fixtures and to other persons for other architectural, engineering, finance, advertising, legal fees and other incidental expenses of the project following the issuance of a final report on the project from the Real Estate Commission. No purchaser's funds obtained prior to the issuance of a Final Public Report of the Real Estate Commission shall be disbursed from the escrow fund.

The specimen Deposit Receipt and Sales Contract sets forth the conditions upon which the purchaser may elect to avoid the sales contract. The specimen Deposit Receipt and Sales Contract also provides that the Developer shall have the option to cancel this Sales Contract in the event less than sixty (60) apartments in the project are sold prior to July 1, 1976. In the event the Sales Contract is cancelled, the Developer shall refund to the purchaser all monies paid without interest and less escrow's cancellation fee of \$25.00.

The specimen Deposit Receipt and Sales Contract also provides that Developer reserves the right to sell or lease any unsold apartments free from any restrictions on such sale or lease which may under the Declaration and By-Laws apply to Buyer.

Any interest earned on purchaser's funds deposited with escrow shall accrue to the Developer.

It is incumbent upon the purchaser and prospective purchaser to read and understand the Escrow Agreement before executing the Deposit Receipt and Sales Contract since the Escrow

Agreement prescribes the procedure for receiving and disbursing purchaser's funds and the Deposit Receipt and Sales Contract specifically provides that the purchaser approves said Escrow Agreement and assumes the benefits and obligations therein provided.

MANAGEMENT OF PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the Project shall be conducted for the Association under the direction of its Board of Directors by a responsible corporate managing agent. The initial Managing Agent has not yet been selected, however, the Developer reserves the right to designate a managing agent at any time prior to the first conveyance of an apartment by lease.

STATUS OF PROJECT: No construction contract has been executed nor has construction commenced on the Project. The Developer has advised the Commission that it proposes to commence construction in February, 1975. Construction is expected to be completed within sixteen (16) months after the commencement thereof.

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 4, 1974, and additional information subsequently filed as of December 26, 1974.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 737, filed with the Commission on December 4, 1974. This report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles shall be yellow in color.


For DOUGLAS R. SODEVANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

Registration No. 737
December 27, 1974