

# 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  
SEA VIEW  
1002-A Prospect Street  
Honolulu, Hawaii

REGISTRATION NO. 795

#### **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: August 8, 1975  
Expires: September 8, 1976

#### SPECIAL ATTENTION

A comprehensive reading of the 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 23, 1975, AND INFORMATION SUBSEQUENTLY FILED AS OF JULY 28, 1975. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514, HAWAII REVISED STATUTES.

1. SEA VIEW is a leasehold condominium project consisting of a single 4-story "L" shaped building containing thirty-three (33) apartments. There are thirty-five (35) parking spaces in the project. Each apartment will have appurtenant to it one (1) parking space as designated on the Condominium Map. The remaining two (2) compact parking spaces will be for guest parking. The developer has informed the Commission that construction of project was completed in September 1965.

2. The Developer of the project has submitted to the Commission for examination all documents and exhibits deemed necessary for the registration of the condominium project and issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached, and a copy of the approved floor plans) have not been filed in the office of the recording officer.
4. No advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
6. The Preliminary Public Report is made a part of the registration on Sea View 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. Securing a signed copy of the Receipt for the Preliminary Public Report as well as the Final Report when it is issued, from each purchaser and prospective purchaser is also the responsibility of the Developer.
7. This public report automatically expires thirteen months after the date of issuance, August 8, 1975, 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: SEA VIEW

LOCATION: The project is located on that certain parcel of land located at 1002-A Prospect Street, Honolulu, Hawaii, and containing an area of 21,433 square feet or thereabouts. The description of the land and the reserved easements, rights, powers and privileges are more fully set forth in the Declaration.

TAX KEY: 2-2-04-59, 1st Division

ZONING: A-3, Medium Density Apartment

DEVELOPER: DENNIS TAKEMI AOKI and INEZ FUKIKO AOKI, Suite 2106, 745 Fort Street, Honolulu, Hawaii 96813, Telephone No. 531-0437.

ATTORNEY REPRESENTING DEVELOPER: Okumura and Takushi (Alfred M. K. Wong), 1022 Bethel Street, Suite 400, Honolulu, Hawaii, Telephone No. 536-1791.

DESCRIPTION OF BUILDING: The building on said land is a four-story "L" shaped concrete structure with the two wings meeting at the south end of the property. The longer wing, hereinafter called the "West Wing", runs in a northwest direction and the shorter wing, hereinafter called the "East Wing", runs in a northeast direction. There is a swimming pool at the northwest end of the West Wing.

There are thirty-three (33) apartments in the building. Each first floor apartment has access to a walkway which is part of the common elements. Each apartment above the first floor has access to a balcony which leads to two stairways, one on the northwest end of the West Wing and the other on the Northeast end of the East Wing. There is a laundry area on each floor where the two wings meet.

DESCRIPTION OF APARTMENTS: The West Wing contains two apartments on the first floor and five apartments on each of the second through fourth floors and the East Wing contains four apartments on each of the first through fourth floors, for a total of thirty-three (33) apartments in the building.

The apartments in the West Wing are numbered 1 through 18 with the number "13" being omitted. The numbering of apartments on each floor of the West Wing proceeds from the southeast end to the northwest end. Apartments 1 and 2 are located on the first floor, Apartments 3 through 7 are located on the second floor, Apartments 8 through 12 are located on the third floor, and Apartments 14 through 18 are located on the fourth floor, all as shown on said Condominium Map.

The apartments in the East Wing are numbered from 19 through 34. The numbering of apartments on each floor of the East Wing proceeds from the northeast end to the southwest end. There are four apartments on each floor of the East Wing. Apartments 19 through 22 are located on the first floor, Apartments 23 through 26 are located on the second floor, Apartments 27 through 30 are located on the third floor and Apartments 31 through 34 are located on the fourth floor, all as shown on said Condominium Map.

There are two types of Apartments in the Building, designated as Type "A" and Type "B" on said Condominium Map. All of the sixteen (16) apartments in the East Wing are Type "B" apartments. Apartments 1, 2, 3, 4, 5, 8, 9, 10, 14, 15, and 16 in the West Wing are Type "A" apartments. Apartments 6, 7, 11, 12, 17 and 18 in the West Wing are Type "B" apartments.

Each of the eleven (11) Type "A" apartments contains a living room, kitchen, bathroom and one bedroom for a floor area of approximately 546 square feet and a lanai of approximately 85 square feet. In addition to the above areas, Apartment 2 will also have an enclosed yard area of approximately 237 square feet.

Each of the twenty-two (22) Type "B" apartments contains a living room, kitchen, bathroom and two bedrooms for a floor area of approximately 677 square feet and a lanai of approximately 109 square feet. In addition to the above areas, Apartments 6 and 7 will also have an enclosed yard area of approximately 300 square feet, Apartment 19 will also have an enclosed area of approximately 158 square feet, and Apartment 20 will also have an enclosed yard area of 156 square feet.

The 33 apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or of the interior load-bearing walls, the floors and perimeter ceilings surrounding each apartment, or any pipes, wires, ducts, conduits, or other utility or service lines running through such apartments which are utilized for or serve more than one apartment, all of which are common elements as provided in Paragraph 5 hereof. Each apartment shall be deemed to include the walls and partitions which are not load-bearing and which are within its perimeter walls; doors and door frames; windows and window frames; the inner decorated or finished surfaces of walls, floors and ceilings, adjoining and connected thereto; and all fixtures originally installed therein.

COMMON ELEMENTS: The Declaration states that the owners of apartments will have an undivided interest in the common elements, including specifically but not limited to:

- a. Said land in fee simple.
- b. All foundations, columns, girders, beams, supports, main walls, roofs, stairways, entrances and exits of said building.
- c. All driveways, parking areas, yards, gardens, walkways, open areas, and the swimming pool.
- d. All central and appurtenant installations for common services, including power, sewer, gas, light, water, telephone and trash disposal.
- e. All tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use.
- f. The laundry area located on each floor of the building.

LIMITED COMMON ELEMENTS: The Declaration reflects that certain parts of the common elements, called the limited common elements are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

There are thirty-five (35) parking spaces in the project, designated as Nos. 1-36 with No. 13 being omitted. Each of the 33 apartments shall have one (1) parking space appurtenant to such apartment, as shown on said Condominium Map. The remaining two (2) parking spaces, designated as Nos. 14 and 15 on said Condominium Map, will not be assigned and shall remain as part of the common elements to be used as parking spaces in such manner and for such purposes as the Board of Directors of the Association of Apartment Owners may determine.

INTEREST TO BE CONVEYED TO PURCHASER: Each Type "A" apartment shall have appurtenant thereto an undivided 2.61 percentage interest,

except for Apartment 2 which shall have appurtenant thereto an undivided 2.62 percentage interest, and each Type "B" apartment shall have appurtenant thereto an undivided 3.24 percentage interest in all common elements of the project, such interest being defined and referred to herein as the "common interest", and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting.

PURPOSES AND RESTRICTIONS: The purposes for which said building and other improvements and each of the apartments are intended and shall be restricted as to use are as follows:

a. The common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument.

b. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

c. 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 owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of this Declaration or the By-Laws of the Association of Apartment Owners.

d. Administration of the project shall be vested in its Association of Apartment Owners, herein called the "Association", consisting of all apartment owners of the project in accordance with the By-Laws of the Association. The owner of each apartment upon acquiring title thereto automatically shall become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Association automatically shall cease.

OWNERSHIP OF TITLE: Title to the land is vested in Ginichi Murakami and Michino Murakami, husband and wife. The Preliminary Report dated January 8, 1975, and subsequent Endorsement dated June 7, 1975 issued by Long and Melone, Ltd. confirms such ownership.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report and subsequent Endorsement issued by Long & Melone, Ltd. reports that title to the land is subject to the following:

1. Terms, covenants, conditions, reservations and restrictions contained in Lease dated October 15, 1964, recorded in the Bureau of Conveyances of the

State of Hawaii in Liber 4867 at Page 29, and amended by Amendment of Lease dated June 13, 1974, recorded in said Bureau in Book 10595, Page 140, made between Ginichi Murakami and Michino Murakami, husband and wife, as Lessor, and Francis I. Tsuzuki, husband of Joyce E. Tsuzuki, and Morio Omori, husband of Rachel T. Omori, as Lessee, which lease was assigned to Dennis Takemi Aoki and Inez Fukiko Aoki, husband and wife, by Assignment of Lease dated April 1, 1973, recorded in said Bureau in Liber 9166 at Page 223.

2. Easement affecting Lot 1-A in favor of Lot 1-B for ingress and egress and being more particularly described in the above-mentioned lease.

3. Restriction contained in Land Patent Grant No. 11,025, to wit:

"The land hereby conveyed shall be used for residence purposes only. In the event of violation of the foregoing provision said land shall forthwith be forfeited and resume the status of government land and may be recovered by the Territory or its successors in an action of ejectment or other appropriate proceedings."

4. Sewer Easement for ingress and egress within the above described easement as shown on Tax Map Plat 2-2-4.

5. Mortgage dated February 5, 1974, recorded in said Bureau in Liber 9729 at Page 390, made between Dennis Takemi Aoki and Inez Fukiko Aoki, husband and wife, as Mortgagor, and Amfac Financial Corp., as Mortgagee, which mortgage was assigned to Walla Walla Federal Savings and Loan Association by Assignment of Mortgage dated February 7, 1974, recorded in said Bureau in Liber 9729 at Page 402.

6. Financing Statement recorded in said Bureau in Liber 9729 at Page 403 on February 7, 1974, made between Dennis Takemi Aoki and Inez Fukiko Aoki, as Debtor, and Amfac Financial Corp., as Secured Party.

7. Second Mortgage dated February 13, 1974, recorded in said Bureau in Liber 9736 at Page 273, made between Dennis Takemi Aoki and Inez Fukiko Aoki, husband and wife, as Mortgagor, and Amfac Financial Corp., as Mortgagee.

8. Agreement between Dennis Takemi Aoki and Inez Fukiko Aoki, husband and wife, and Hawaii Thrift & Loan, Inc., a Hawaii corporation, dated June 13, 1974, recorded in said Bureau of Conveyances in Liber 10020 at Page 35.

9. Third Mortgage dated June 13, 1974, recorded in said Bureau in Liber 10020 at Page 43, made between Dennis Takemi Aoki and Inez Fukiko Aoki, husband and wife, as Mortgagor, and Hawaii Thrift & Loan, Inc., a Hawaii corporation, as Mortgagee.

10. Real property Taxes for the second half of the fiscal year 1974-1975 have been paid.

RESERVATION OF EASEMENTS: In addition to the above easements, the Owners reserve unto themselves any and all easements required to serve the project, and all rights-of-way now or hereafter granted or required to construct, install, operate, maintain, repair and replace lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage, radio and television signal distribution and other services and utilities over, across and under said easements according to the respective designations thereof, the right to enter for such purposes, and to trim any trees in the way of such lines and the right to grant to any public utility or governmental authority such easements, rights and rights-of-way.

CONFORMANCE WITH COMPREHENSIVE ZONING CODE: At the time the improvements on this project were completed, it conformed to the City and County building requirements then in force. Under the present Comprehensive Zoning Code, the improvements would not meet the present Comprehensive Zoning Code requirements of the City and County of Honolulu because it does not have a ten-foot setback along the perimeter of the lot, which setback must be landscaped except for necessary access walks and drives and cannot be used for parking; the present stairs and lanais are projecting into the required yard area; parking spaces are projecting into the required yard area; parking stall no. 30 is located outside of the parcel; parking stalls nos. 2, 27, 28, 31, 33, 34 and 36 do not meet present aisle requirements; there is insufficient recreation space, living open space, and number of parking spaces; and required loading space has not been provided. The present existing structures are governed by Section 1-107(d) of the Comprehensive Zoning Code which states as follows:

"A nonconforming structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

(1) Enlargement or alteration. No nonconforming structure may be enlarged or altered in any way which increases its nonconformity.

(2) Damage or destruction. If a nonconforming structure is destroyed by any means to an extent of more than 50% of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this Chapter.

(3) Relocation. If a nonconforming structure is moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved."

In addition the parcel is within the Hawaii Capital District, therefore, all building permits will require a Certificate of Appropriateness.

PURCHASE MONEY HANDLING. A copy of the specimen Sales Contract and the executed Escrow Agreement dated June 25, 1975, have been submitted as part of the registration. The Escrow Agreement identifies Queen Escrows Corp. as the Escrow. Upon examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes.

Among other provisions, the Sales Contract provides that in the event less than 75% of the apartments in the Project are sold, six (6) months after the issuance of the Final Public Report by the Real Estate Commission, Seller at its option may terminate the Sales Contract and refund all payments made by the Buyer without deduction or interest.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Sales Contract and the executed Escrow Agreement. The latter agreement establishes how the proceeds from the sale of apartments and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds.

MANAGEMENT AND OPERATIONS: The Declaration discloses that the administration of the project shall be vested in the Association of Apartment Owners. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-Laws except that the initial Managing Agent shall be appointed by the Developer. Forent Realty Corp. has been named as the initial Managing Agent.

ARCHITECT: Walter Leong & Associates, Inc.

STATUS OF PROJECT: The project was completed in September, 1965. The Notice of Completion was filed on September 23, 1965, in the First Circuit Court.

The Developer has advised the Commission that the Building was previously used as rental units prior to conversion to a condominium project.

NOTE: The Condominium Map submitted by the Developer indicates that the actual southwest boundary of the property committed to this project is situated approximately eight feet from an existing moss rock wall. Purchasers are advised to ascertain the actual southwest boundary through Developer or his sales agent.

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The purchaser or prospective purchaser shall be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted July 23, 1975 and additional information subsequently filed as of July 28, 1975.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 795 filed with the Commission on July 23, 1975.

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.

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

Distribution:

DEPARTMENT OF TAXATION  
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PLANNING COMMISSION, CITY AND COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGNET

August 8, 1975

Registration No. 795