

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
KALAMA TOWNHOUSES
46 WALAKA STREET
KIHEI, MAUI, HAWAII

REGISTRATION NO. 834

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: February 13, 1976
Expires: March 13, 1977

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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JANUARY 19, 1976 AND INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF JANUARY 30, 1976. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514, HAWAII REVISED STATUTES.

1. KALAMA TOWNHOUSES is a proposed fee simple condominium project consisting of six apartment units contained in one two-story building. There are a total of eight parking stalls.
2. 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.
3. Advertising and promotional matter has not been submitted pursuant to the rules and regulations promulgated by the Commission.

4. 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.
5. This Final Public Report is made a part of the registration of KALAMA TOWNHOUSES 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.
6. This Final Public Report expires 13 months from the date of issuance, February 13, 1976, 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: KALAMA TOWNHOUSES

LOCATION: The 10,008 square feet of land committed to the Regime is located at 46 Walaka Street, Kihei, Island of Maui, State of Hawaii.

TAX KEY: SECOND DIVISION 3-9-16-15

ZONING: Apartment (A-2)

DEVELOPER: ALOYSIUS KLINK and HILDEGARD KLINK, husband and wife, whose address is P. O. Box 475, Makawao, Maui, Hawaii 96768, telephone: 572-7512.

ATTORNEY REPRESENTING DEVELOPER: LANGA & ARCHER (Attention: Guy P.D. Archer), Wailuku Townhouse Building, Wailuku, Maui, Hawaii, telephone: 244-9168.

DESCRIPTION: The Declaration of Horizontal Property Regime states that the project is to consist of six freehold estates in one building. The six freehold estates are designated and comprised of the spaces within center planes of the perimeter walls, floors and ceilings of each of six apartment units of the Project contained in one wood-frame building with reinforced concrete foundation, and described as follows:

- (1) Each apartment contains two bedrooms and a bath on the second floor; one kitchen, one living room, one dining room, a hallway and a lavatory on the first floor; and a staircase connecting the first and second floors. Each contains approximately 936 square feet of living area.
- (2) The apartments are numbered 1 through 6 and are located in the manner shown on the set of floor plans filed with the Commission.
- (3) Each apartment has entries at front and back and access by way of a common exterior walkway at the first floor level.
- (4) The respective apartments shall not be deemed to include 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 and fixtures within its perimeter.

COMMON ELEMENTS: One freehold estate is hereby designated of all remaining portions of the project, herein called "common elements", including specifically, but not limited to:

- (1) Said land in fee simple;
- (2) All foundations, columns, girders, beams, supports, roofs, chases, entries and walkways of said building;
- (3) All yards, grounds and landscaping;
- (4) All parking areas and driveways;
- (5) All ducts, electrical equipment, wiring and other central and appurtenant installations including power, light, water, sewage system, irrigation system and telephone.

LIMITED COMMON ELEMENTS: There are no limited common elements.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment will have appurtenant thereto a 1/6 undivided interest in the common elements, said interest being 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. There will be conveyed to the purchaser a fee simple interest in the apartment and its common interest.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration specifies that the apartments shall be used by the respective owners, their tenants, families, domestic servants and social guests, for residential purposes and for such other purposes as may be permitted by law.

OWNERSHIP OF TITLE: A title insurance policy dated November 18, 1975 prepared by Title Guaranty of Hawaii, Inc. certifies that ALOYSIUS KLINK and HILDEGARD KLINK, husband and wife, have title to the land committed to the project.

ENCUMBRANCES AGAINST TITLE: The title insurance policy dated November 18, 1975 by Title Guaranty of Hawaii, Inc. certifies that there are no liens or encumbrances of whatever kind or nature of record against the title, save and except the following:

- (1) Real Property Taxes for the fiscal year July 1, 1975 to June 30, 1976. Reference is hereby made to the Tax Office on the Island of Maui (Office of the Tax Assessor of the Second Division) for subsequent taxes which may be due and owing and a lien on said land.
- (2) Real Estate Mortgage dated November 11, 1975, recorded in the Bureau of Conveyances of the State of Hawaii in Book 11030, Page 309, made by ALOYSIUS KLINK and HILDEGARD KLINK, husband and wife, as Mortgagors, to PIONEER FEDERAL SAVINGS & LOAN ASSOCIATION, a Federal corporation, as Mortgagee, to secure the repayment of the sum of \$145,000, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said Mortgagors, therein referred to.
- (3) Restrictive covenants set forth in deed dated September 24, 1968 and recorded in Book 6233, Page 461, as follows:
 - (a) No used or second-hand lumber shall be used or incorporated in the construction of any improvements to be erected upon the above-described premises, nor shall there be erected, placed or maintained upon the above-described premises any "quonset hut" type of

building or any buildings or parts thereof which have been previously located on other property, nor shall any corrugated iron be used for roof on any buildings thereof.

- (b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets; provided, however, that such household pets may not be kept, bred or maintained for commercial purposes.
- (c) The foregoing conditions and covenants shall run with the land, and jurisdiction may be taken in equity at the suit of the Grantor, his heirs, executors and administrators, or of any other grantee within said subdivision, to restrain by injunction, mandatory or restraining any violation or threatened violation of any covenant above set forth and on the part of the Grantee to be observed and performed, without prejudice to the right of the Grantor, or any other grantee, to adopt or pursue any other remedy thereafter for the same breach or failure or for any subsequent breach or failure.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated December 12, 1975 between Aloysius Klink and Hildegard Klink and Title Guaranty Escrow Services, Inc. has been submitted to the Commission as part of this registration. On examination, the specimen Sales 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 moneys deposited with Escrow, without interest, and less Escrow's \$25 cancellation fee, if any of the following events shall have occurred:

- (1) Escrow receives a written request from Seller to return to Purchaser the funds of such Purchaser; or
- (2) 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 change; or
- (3) 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
- (4) If the Final Public Report differs in any material respect from the preliminary public report, unless the Purchaser has given written approval of acceptance of the difference; or
- (5) If the Final Public Report is not issued within one year from the date of issuance of the preliminary public report.

Among other provisions, the specimen Sales Contract provides that in the event that less than 80% of the apartments are sold prior to July 1, 1976, Sellers may at their option cancel the agreement, refund to Buyer all moneys paid, and be relieved and released of all further liability thereunder. The terms of the Escrow Agreement are also made

a part of the Contract of Sale by reference. 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.

NOTE: The purchaser should be aware that the Sellers have the right to mortgage the land and improvements to any recognized lending institution for any purpose and such mortgage shall have priority over any interest whatsoever that Buyer may have obtained by said Sales Contract.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Sales Contract and the executed Escrow Agreement.

PROGRAM OF FINANCING: 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 total development cost.
2. Developer's verified estimated completion date of the entire project, which is to be on or about February 15, 1976.
3. Copies or satisfactory evidence of executed construction contracts and bonds therefor as follows:
 - (a) Agreement dated October 8, 1975, by and between Aloysius Klink and Hildegard Klink, as Developer, and Horst Frychel, as Contractor, for construction of the six-unit condominium.
 - (b) A performance bond in the amount of not less than 100% of the construction contract price, dated October 14, 1975, issued by Construction Materials Hawaii, Inc., as surety, and Aloysius Klink, as principal.
 - (c) The commitment letter states that Pioneer Federal Savings & Loan Association shall provide the mortgage loan in the amount of \$145,000.

MANAGEMENT AND OPERATIONS: The By-Laws vest the Board of Directors of the apartment owners association 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: The Developer reports that construction was started on or about October 5, 1975, and the estimated completion date is February 15, 1976.

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 January 19, 1976 and information subsequently filed as of January 30, 1976.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 834 filed with the Commission on January 19, 1976.

The report when reproduced shall be a true copy of the Commission's Final Public Report. The paper stock used in making facsimilies must be white.

Al. H. Young

Member, 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. 834
February 13, 1976