

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
LUKEPANE HALE
727 Lukepane Avenue
Honolulu, Hawaii 96816

REGISTRATION NO. 890

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: January 10, 1977
Expires: February 10, 1978

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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED DECEMBER 7, 1976, AND INFORMATION SUBSEQUENTLY FILED AS OF JANUARY 7, 1976. DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 514, HAWAII REVISED STATUTES, AS AMENDED.

1. Lukepane Hale is a proposed leasehold condominium project consisting of fifteen (15) residential apartments located in one building having four (4) stories. There will be sixteen (16) parking stalls, twelve (12) of which are regular sized stalls and four (4) of which are compact stalls.
2. The Developer 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. The Developer advises that the Declaration of Horizontal Property Regime and attached By-laws are filed in the Bureau of Conveyances of the State of Hawaii in Liber 11906, Page 191. The Condominium Map has been filed with the said Bureau of Conveyances as Map No. 483.
4. No advertising and promotional materials have 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 Regimes.
6. This Final Public Report automatically expires thirteen (13) months after date of issuance, January 10, 1977, unless a Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this report.
7. This Final Public Report is made a part of the registration of LUKEPANE HALE. The Developer is responsible for placing a true copy of this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers and securing from each purchaser or prospective purchaser a signed receipt, signifying that he has had an opportunity to read the report.

NAME OF PROJECT: LUKEPANE HALE

LOCATION: The project is located at 727 Lukepane Avenue, Honolulu, Hawaii, on a parcel of 8,134 square feet.

TAX KEY: 2-7-35-109 (1st Division)

ZONING: The property is presently zoned A-4 Apartment.

DEVELOPER: The Developer is Lukepane Hale Partners, a limited partnership, whose business address is 1087 Dillingham Boulevard, Honolulu, Hawaii, telephone 845-6477. The general partners of the partnership are R & F Enterprises, Ltd., a Hawaii corporation, and Wallace Watkins Lane. The officers of R & F Enterprises, Ltd. are: Robert M. Kaya, President; Florence S. Kaya, Secretary-Treasurer.

ATTORNEY REPRESENTING DEVELOPER: Izumi & Tanaka (Attention: Tamotsu Tanaka) 888 Mililani Street, Suite 701, Honolulu, Hawaii, 96813, telephone: 536-9307.

DESCRIPTION OF PROJECT: The project consists of fifteen (15) apartment units in one four (4) story building constructed of wood, concrete and steel. The building is rectangular in shape running from the Ewa side of the property which fronts Lukepane Street to the Diamond Head side of the property.

The apartments are constructed according to two different floor plans and each floor plan contains the number of rooms and the approximate floor area, according to its respective floor plan as follows:

1. Twelve (12) apartments, Apartments 202-205, inclusive, 302-305, inclusive, and 402-405, inclusive, have the same floor plan consisting of a living-dining room, kitchen, one bedroom and bathroom and contain an area of approximately 609 square feet, excluding a lanai of 17 square feet.
2. Three (3) apartments, Apartments 201, 301 and 401, respectively, have the same floor plan consisting of a living-dining room, kitchen, three bedrooms and two bathrooms and contain an area of approximately 1,046.0 square feet.
3. The apartments are numbered with a three-digit number, the first and third numbers indicating the floor of the building in which an apartment is located and the location of the apartment on the floor starting with the apartment located closest to Lukepane Street. Hence, Apartment 305 is a three-bedroom apartment located on the third floor and is furthest away from Lukepane Street. The floor area of an end unit is measured from the exterior wall to the centerline of the wall between apartments; the floor area of an interior unit is measured from centerline to centerline of the walls between apartments.

Each apartment will have a range and oven, range hood, disposal, refrigerator, dishwasher and stacked washer/dryer.

The apartments are numbered and located in the manner shown on the Condominium File Plan recorded in the Bureau of Conveyances of the State of Hawaii.

Each apartment has access to a walkway which leads to two stairways, one at each end of the building. There is also an elevator located at the Ewa end of the building.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, floors and ceilings surrounding each apartment or any pipes, wires, conduits, or other utility lines running through such apartment 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, windows and window frames, door and door frames, floor and ceilings, and the built-in fixtures within the apartment.

Each apartment unit will have one parking stall, and one unit will have two parking stalls.

COMMON ELEMENTS: An estate consisting of all remaining portions of the project, being described and referred to herein as "common elements", which definition includes the building, the land on

which it is located and all elements mentioned in the Horizontal Property Act which are actually constructed in the project, and specifically includes, but is not limited to:

- a. Said land in fee simple;
- b. All foundations, columns, beams, supports, load-bearing walls, roofs, chases, entry halls, stairs, walkways, entrances and exits of said building;
- c. All yards, grounds, landscaping, fences, planter boxes, recreation area and refuse areas;
- d. All parking areas, driveways and curbing;
- e. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone, and television signal distribution, if any;
- f. The mailboxes on the first floor, elevator, elevator pit and mechanical equipment room located in the building.
- g. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called and 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 an exclusive easement for the use of such limited common elements. The limited common elements so set aside and reserved are one parking stall designated in the initial conveyance of each apartment and a mailbox which shall be appurtenant to and for the exclusive use of such apartment, provided that one apartment may have two parking spaces appurtenant to such apartment.

Notwithstanding the foregoing provisions of this paragraph to the contrary, the owners of the respective apartments, with the consent of the Lessor, shall have the right to change the designation of the parking spaces which are appurtenant to their respective apartments solely by an amendment to the Declaration, such amendment to be executed solely by the respective owners of such apartments and the Lessor, provided that such amendment shall be effective only upon the filing of the same in the Bureau of Conveyances of the State of Hawaii, and provided further that at all times at least one parking space shall be appurtenant to each apartment in the project.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment to be leased shall have appurtenant thereto an undivided fractional interest in the common elements of the project as follows:

<u>Apartments</u>	<u>Percentage (each apartment)</u>
1. 202-205, inclusive, 302-305, inclusive, 402-405, inclusive	5.82998
2. 405	5.82999
3. 201, 301, 401	10.01341

The aggregate percentage of undivided interest in the common elements of the apartments is allocated between them on the basis of their interior floor area. The Developer covenants and agrees that the undivided interest in the common areas and facilities and the title 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 may refer only to one or other of the interests. The voting rights of apartment owners, as well as their share of the profits and common expenses shall be in proportion to their common interest.

PURPOSE OF BUILDINGS AND USE RESTRICTIONS: The apartments shall be occupied and used as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests. 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 or rent the same subject to the limitations, restrictions, covenants and conditions of the Declaration.

The By-laws attached to the Declaration and the proposed House Rules provide in part:

1. "No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets having such diminutive size and weight that they may be comfortably and easily hand-carried by any person over the common elements of the project in reasonable number may be kept by the apartment owners and occupants in their respective apartments ..."; and
2. "The maximum number of occupants to be permitted to reside in any apartment shall be: three (3) persons in a one-bedroom apartment and six (6) persons in a three-bedroom apartment; provided that the Association, by majority vote of its members at a meeting duly called for such purpose, may increase the number of occupants...."

OWNERSHIP OF TITLE: The Preliminary Report issued by Title Guaranty of Hawaii, Inc., dated December 2, 1976, reflects that the ownership of the property is vested as follows:

1. Fee owner is Roy Akito Horie and Joycelyn A. Horie, husband and wife.
2. Roy Akito Horie issued a lease for the premises dated April 22, 1975, recorded in Liber 10598, Page 341, to Harold J. Enos, husband of Dora M. Enos, which lease was amended by instrument dated July 6, 1976, recorded in Liber 11607, Page 41.
3. Harold J. Enos assigned his interest in the lease to Lukepane Hale Partners by instrument dated August 31, 1976, recorded in Liber 11648, Page 238. Consent of assignment recorded in Liber 11648, Page 335.

ENCUMBRANCES: Said Preliminary Report dated December 2, 1976, by Title Guaranty of Hawaii, Inc. also shows title to the property to be subject to the following encumbrances:

1. Improvement District Assessment upon the above granted premises, to-wit: Assessment Lot No. 2-03, Improvement District No. 147, of the Lukepane Avenue extension, City and County of Honolulu, State of Hawaii.
2. The reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Grant in favor of the Hawaiian Electric Company, Limited (now known as Hawaiian Electric Company, Inc.) and Mutual Telephone Company (now known as Hawaiian Telephone Company), both Hawaii corporations, dated April 21, 1949, recorded in Liber 2225, Page 323; granting an easement for power lines within the north corner of Lot 15-A-1-A.
4. Terms, agreements, reservations, covenants, conditions and provisions contained in Lease dated April 22, 1975, recorded in Liber 10598, Page 341, as amended by instrument dated July 6, 1976, recorded in Liber 11607, Page 41.
5. For any taxes due and owing, reference is hereby made to the Office of the Tax Assessor, First Division.

PURCHASE MONEY HANDLING: The executed escrow agreement dated December 7, 1976, identifies State Savings and Loan Association, as the "Escrowee" and provides in part that purchasers shall be entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest and less Escrow's cancellation fee, if purchaser shall in writing request refund of his funds and any one of the following shall have occurred:

- (a) Escrow receives a written request from Developer to return to purchaser the funds of such purchaser then held hereunder by Escrow; or
- (b) If purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the building plans, subsequent to the execution of purchaser's contract, requiring the approval of the City

and County officer having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval or acceptance of the change; or

- (c) If the purchaser's funds were obtained prior to the issuance of a Final Public Report and 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 differences; or
- (d) If the Final Public Report is not issued within one year from the date of issuance of the Preliminary Public Report; or
- (e) 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.

Upon refund of said funds to purchaser as aforesaid, Escrow shall return to Seller such purchaser's sales contract and any Apartment Lease theretofore delivered to Escrow, and thereupon neither the purchaser nor Seller shall be deemed obligated thereunder.

Among other provisions, the specimen Sales Contract provides (1) that Developer may terminate all sales contracts if by June 30, 1977, less than 12 apartments have been sold; and (2) purchaser agrees that all rights of the purchaser are and shall be subject and subordinate to the lien of any mortgage made to finance the cost of development of the project by Developer and to any and all sums which may become a lien pursuant to the terms of such mortgage or any other agreement relating to such mortgage.

Upon examination, the specimen sales contract and the executed escrow agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly with Section 514-35 and Section 514-36 through 514-40, Hawaii Revised Statutes. A prospective purchaser should carefully examine the form of specimen sales contract and escrow agreement to determine the time for and the amount of the installment payments on the purchase price and the sharing of the closing costs.

MANAGEMENT AND OPERATION: Article IV, Section 2, of the By-laws states that the Board of Directors shall at all times employ a responsible managing agent to manage and control the property subject at all times to direction by the Board of Directors. The Developer has entered into an initial property management contract with Brian Thomas, Inc.

STATUS OF PROJECT: Construction of the building and other improvements has commenced. The estimated completion date is May 1, 1977. A copy of the Construction Contract, Performance and Payment Bond, and Building Permit issued by the City and County of Honolulu has been filed by the Developer with the Real Estate Commission and is available for inspection during normal business hours.

The purchaser or prospective purchaser should be cognizant of the fact that this Public Report represents information disclosed by

the Developer in the required Notice of Intention submitted December 7, 1976, and information subsequently filed as of January 7, 1977.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 890 filed with the Commission on December 7, 1976.

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.

Ah KAU YOUNG

AH KAU YOUNG, 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. 890
Dated: January 10, 1977