

# 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

HOKULIMA REGENCY  
2542 Date Street  
Honolulu, Hawaii

REGISTRATION NO. 891

### 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: January 5, 1977  
Expires: February 5, 1978

#### SPECIAL ATTENTION

A comprehensive reading by the prospective purchaser 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 14, 1976, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF DECEMBER 29, 1976. THE 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. HOKULIMA REGENCY is a proposed leasehold condominium project consisting of ninety-six (96) apartment units and one hundred (100) parking stalls arranged throughout a 20-story building. The leasehold interest in the property of the project was acquired by the Developer from Hirata-Towa Company, which had formerly filed a Notice of Intention with respect to said property and obtained a Preliminary Public Report therefor under the name "Ho-me Aloha", Registration No. 737. Said Preliminary Report has expired and the registration for "Ho-me Aloha" has been subsequently withdrawn.
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 of 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 HOKULIMA REGENCY 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 and securing a signed copy of the receipt therefor.
8. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, January 5, 1977, unless a Final or Supplementary Public Report issues or the Commission upon review of registration issues an order extending the effective period of this report.

NAME OF PROJECT: HOKULIMA REGENCY

LOCATION: The site, consisting of 23,787 square feet, is located at 2542 Date Street, Honolulu, Hawaii.

TAX MAP KEY: FIRST DIVISION, 2-7-22-3

ZONING: A-4

DEVELOPER: Morris Y. Hironaga, whose principal place of business is Room 407, 111 North King Street, Honolulu, Hawaii, Telephone: 533-6954.

ATTORNEY REPRESENTING DEVELOPER: Mukai, Ichiki, Raffetto & MacMillan (Mr. Richard G. MacMillan), Suite 800, 345 Queen Street, Honolulu, Hawaii 96813, Telephone: 531-6277.

DESCRIPTION:

1. Building. The proposed Declaration of Horizontal Property Regime reflects that the building of the project shall consist of sixteen (16) residential floors constructed above a four-level parking garage. The residential floors (which are designated as the 1st through 16th floors) shall contain a total of ninety-six (96) residential apartment units. The parking levels (which are designated as Parking Levels "A", "B", "C" and "D") shall contain a total of one hundred (100) parking stalls, of which 14 are for compact cars. The principal materials to be used in the construction of the building shall consist of reinforced concrete columns, floor slabs, shear walls and roof with non-load bearing partition walls of gypsum board and concrete masonry and aluminum frame glass doors and windows.

Parking Level "A" will contain twenty-eight (28) parking stalls, two loading zones, exit and entrance ramps, the main entrance lobby, elevators, trash room, switch room and transformer vault.

Parking Level "B" shall contain twenty-four (24) parking stalls, exit and entrance ramps, elevator foyer and two stairways.

Parking Level "C" will consist of twenty-four (24) parking stalls, exit and entrance ramps, elevator foyer, storage room and two stairways.

Parking Level "D" will consist of twenty-four (24) parking stalls, exit and entrance ramps, elevator foyer and two stairways.

Each of the residential floors of the building shall contain six (6) apartments. Each residential floor shall also have an elevator foyer, elevators, an access corridor, electrical room and two stairways. The roof of the building will contain an elevator machine room and two stairways.

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 16th 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.

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

All of the 96 apartments of the project shall utilize a common floor plan, except that the floor plan of each even-numbered apartment unit shall be the reverse or opposite hand of the floor plan of each odd-numbered unit. Each apartment shall contain five (5) rooms, consisting specifically of a living-dining room, two bedrooms, kitchen and bathroom. The gross floor area of each end apartment (i.e., those apartments having numbers ending with the digits "01" and "06") shall be approximately 729 square feet, including a lanai of approximately 121 square feet, and the gross area of each interior apartment shall be approximately 720 square feet, including a lanai of approximately 121 square feet. Notwithstanding the designation of the limits of the respective apartments hereinbelow, the areas set forth above were computed by measuring from the outside of exterior walls to the centerline of party walls, and no reduction has been made to account for interior walls, ducts, vents and the like located within the perimeter walls.

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, unfinished perimeter and load-bearing walls (except for the inner decorated surface within each unit), roofs, stairways, walkways, entrances and exits of said building;
3. All yards, grounds, landscaping, refuse facilities and all other recreational facilities and appurtenances;
4. All driveways, loading bay areas and parking areas;
5. Four (4) guest parking stalls as shown on said Condominium Map;
6. All lobbies, elevators, trash rooms, equipment rooms and mailboxes;
7. 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.
8. 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 proposed 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 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 automobile parking space shall be appurtenant to and for the exclusive use of each apartment, with which the same shall be transferred upon the initial conveyance by lease. The parking stall assigned to each apartment is more particularly set forth in Exhibit B which is attached to the proposed Declaration. Each apartment shall always have at least one parking space appurtenant to it, but otherwise any parking stall may be transferred from apartment to apartment in the project as provided by law.

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 project 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>
101-1601 (end apartments)	1.05032%
106-1606	1.05032%
102-1602 (interior apartments)	1.03734%
103-1603	1.03734%
104-1604	1.03734%
105-1605	1.03734%

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 any period less than 30 days. Subject to the foregoing limitation, 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, dated November 18, 1976, issued by Hawaii Escrow and Title, Inc., indicates that fee simple title to the land is vested in the Trustees of the Liliuokalani Trust.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report dated November 18, 1976 reflects the following encumbrances:

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 of 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 Hawaiian 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. For any taxes that may be due and owing, reference is made to the officer of the Tax Assessor, First Division.
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. 674252, said lease, as amended, by mesne assignments assigned to Morris Yoshito Hironaga, by instrument effective June 1, 1976, and filed as Land Court Document No. 765598.

7. Assessments or charges levied by Municipal or Governmental Authority or imposed by any other lawfully constituted body authorized by Statute to assess, levy and collect the same, if any.

PURCHASE MONEY HANDLING: An executed Escrow Agreement, dated December 10, 1976, identifies Hawaii Escrow and Title, Inc. as the Escrow Agent. Upon examination, the Escrow Agreement and the specimen sales contract are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly 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 \$15.00 cancellation fee, if the purchaser shall have requested the return of its funds and any of the following events shall have occurred:

1. Developer has requested escrow in writing 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 subsequent to the execution of the sales contract 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, and/or legal fees and payment of interest on the construction loan and sales commissions 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 until the issuance of such a Final Public Report.

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 among other things, that (1) 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 December 31, 1977, and (2) all of purchaser's rights, title and interest are and shall be subject and subordinate to the lien of any mortgage made by Developer to any institutional lender for the purpose of securing the repayment of a construction loan which has or will be made by lender to Developer and to all advances made thereon. 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 \$15.00.

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 on or about February 1, 1977. Construction is expected to be completed within fifteen (15) months after the commencement thereof.

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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 December 14, 1976, and additional information subsequently filed as of December 29, 1976.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION No. 891, filed with the Commission on December 14,

1976. 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.

*Ah Kau Young*  
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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. 891  
January 5, 1977.