

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
MAHINA
75-5708, 75-5710, 75-5712 Alahou St.
KAILUA-KONA, HAWAII

REGISTRATION NO. 1026

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: October 4, 1978
Expires: November 4, 1979

SPECIAL ATTENTION

A comprehensive reading of this report 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 prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED ON JULY 28, 1978 AND INFORMATION SUBSEQUENTLY FILED AS OF SEPTEMBER 28, 1978. THE DEVELOPERS, IN NOTIFYING THE COMMISSION OF THEIR INTENTION TO SELL, ARE COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514A, HAWAII REVISED STATUTES.

1. MAHINA is a fee simple condominium project situated on 22,500 square feet of fee simple land and consists of twenty-one (21) apartment units. There are three buildings, each building containing one three-bedroom apartment and six two-bedroom apartments and a laundry area. The buildings were built in 1971 or 1972 and have been rented since being constructed. There are 23 unassigned parking stalls.

2. The Developers of the project have filed all documents and materials deemed necessary by the Commission for the registration of this condominium project and issuance of this Final Public Report.

3. The Commission has determined that the basic documents (Declaration of Horizontal Property Regime, with the By-Laws of Association of Apartment Owners attached, and a copy of the approved Floor Plans) have been filed in the office of the recording officer.

The Declaration and By-Laws dated June 16, 1978, have been filed in the Bureau of Conveyance of the State of Hawaii on July 28, 1978, in Liber 13043, Page 104. The Bureau has designated Condominium Map No. 555 to the project. The Declaration was amended on August 21, 1978, and filed in said Bureau in Liber 10390, Page 219, and further amended on September 22, 1978 and filed in said Bureau in Liber 13156, Page 494.

4. No advertising or promotional matters 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 the Horizontal Property Act, Chapter 514A of the Hawaii Revised Statutes as amended and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

6. This Final Public Report is made a part of the MAHINA registration. The Developer is responsible for placing a true copy of the Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers and obtaining a signed receipt therefor.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, October 4, 1978, unless the Commission, upon review of the registration, issues an order extending the period of this report or unless a supplementary public report is published.

NAME OF PROJECT: MAHINA

LOCATION: The site is located at 75-5708, 75-5710, and 75-7512 Alahou Street, Kailua-Kona, Hawaii, and comprises an area of 22,500 square feet.

TAX MAP KEY: 7-5-22: 53, 54, 55

ZONING: A - 2

DEVELOPER: STEPHEN FREDERICK SANTANGELO and EVELYN RUTH SANTANGELO, husband and wife, 4614 Kilauea Avenue, #105, Honolulu, Hawaii; Telephone Number: 732-0707.

ATTORNEY REPRESENTING DEVELOPER: BARLOW & O'CONNOR (Attention: MICHAEL F. O'CONNOR, Suite 1010 Amfac Building, Honolulu, Hawaii 96813, Telephone No. 537-5381)

DESCRIPTION: The Declaration of Horizontal Property Regime and plans submitted by the Developers indicate a fee simple parcel of 22,500 square feet, consisting of twenty-one (21) fee simple apartment units which were constructed in 1971 or 1972 principally from wood and hollow tile according to fifteen (15) different floor plans. There are three separate and distinct two-story buildings with each building containing seven apartments (one three-bedroom and six two-bedroom apartments) and a laundry room. On the ground floor of each building is one three-bedroom and two two-bedroom apartments and a laundry room. There are four two-bedroom apartments on the second floor of each building. There are 23 ongrade parking stalls on the project which will not be assigned to apartment owners.

The apartments shall be numbered and located as follows:

Apartment Nos. 1A, 1B and 1C are located on the ground floor of Building No. 1 (referred to as Building "1" on the plans).

Apartment Nos. 1D, 1E, 1F and 1G are on the second floor of Building No. 1.

Apartment Nos. 2A, 2B and 2C are located on the ground floor of Building No. 2 (referred to as Building "2" on the plans).

Apartment Nos. 2D, 2E, 2F and 2G are located on the second floor of Building No. 2.

Apartment Nos. 3A, 3B and 3C are located on the ground floor of Building No. 3 (referred to as Building "3" on the plans).

Apartment Nos. 3D, 3E, 3F and 3G are located on the second floor of Building No. 3.

The apartments are more particularly described as follows:

Unit 1A: 2 bedrooms, one bathroom, living room, dining room and kitchen, comprising an area of 640 square feet, more or less, and a lanai comprising an area of 160 square feet, more or less.

Unit 1B: 2 bedrooms, one bathroom, living room, dining room and kitchen, comprising an area of 640 square feet, more or less, and a lanai comprising an area of 160 square feet, more or less.

Unit 1C: 3 bedrooms, 2 bathrooms, living room, dining room and kitchen, comprising an area of 987 square feet, more or less, and a lanai comprising an area of 160 square feet, more or less.

Units 1D and 1E: Each unit has two bedrooms, one bathroom, living room, dining room and kitchen, comprising an area of 640 square feet, more or less, and a lanai comprising an area of 160 square feet, more or less.

Units 1F and 1G: Each unit has 2 bedrooms, one bathroom, living room, dining room and kitchen comprising of an area of 640 square feet, more or less.

Unit 2A: 2 bedrooms, one bathroom, living room, dining room and kitchen comprising an area of 640 square feet, more or less.

Unit 2B: 2 bedrooms, one bathroom, living room, dining room and kitchen, comprising an area of 640 square feet, more or less, and a lanai, comprising an area of 160 square feet, more or less.

Unit 2C: 3 bedrooms, 2 bathrooms, living room, dining room and kitchen, comprising an area of 1006 square feet, more or less.

Units 2D and 2F: Each unit has 2 bedrooms, one bathroom, living room, dining room and kitchen, comprising an area of 640 square feet, more or less, and a lanai, comprising an area of 80 square feet, more or less.

Units 2E and 2G: Each unit has 2 bedrooms, one bathroom, living room, dining room and kitchen comprising an area of 640 square feet, more or less.

Unit 3A: 2 bedrooms, one bathroom, living room, dining room and kitchen, comprising an area of 680 square feet, more or less.

Unit 3B: 2 bedrooms, one bathroom, living room dining room and kitchen, comprising an area of 680 square feet, more or less, and a lanai comprising an area of 120 square feet, more or less.

Unit 3C: 3 bedrooms, 2 bathrooms, living room, dining room and kitchen, comprising an area of 1003 square feet, more or less.

Units 3D and 3G: Each unit has 2 bedrooms, one bathroom, living room, dining room and kitchen, comprising an area of 680 square feet, more or less.

Units 3E and 3F: each unit has 2 bedrooms, one bathroom, living room, dining room and kitchen, comprising an area of 680 square feet, more or less, and a lanai comprising an area of 80 square feet, more or less.

The apartments located on the first floors of their respective buildings have immediate access to the grounds of the project; all other apartments have immediate access to external covered walks leading to stairways which lead to the grounds of the project.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service 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 or party walls, doors and door frames, windows and window frames, the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein.

COMMON ELEMENTS: The Declaration states certain portions of the project are common elements, including but not limited to the following:

- a. Said land in fee simple;
- b. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, walkways, entrances and exits of said buildings;
- c. All yards, grounds and landscaping;
- d. All parking areas (including the 23 parking stalls);
- e. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central 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. 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: The Declaration provides that certain parts of the common elements, herein called the "limited common elements" are hereby 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:

- a. The corridors on any floor above the first floor shall be appurtenant to and for the exclusive use of the apartments located on such floor.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided fractional interest in all the common elements of the project (therein called the "COMMON INTEREST" and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting, as follows:

- Apartment Nos. 1A, 1F, 1G, 2A, 2E and 2G = 4.0414 per cent;
- Apartment Nos. 3A, 3D and 3G = 4.2940 per cent;
- Apartment Nos. 1D, 1E, 2D and 2F = 4.5466 per cent;
- Apartment Nos. 3E and 3F = 4.7991 per cent;
- Apartment Nos. 1B, 2B and 3B = 5.0517 per cent;
- Apartment No. 3C = 6.3336 per cent;
- Apartment No. 2C = 6.3526 per cent;
- Apartment No. 1C = 7.2437 per cent.

EASEMENTS: In addition to any easements herein designated in the limited common elements, the apartments and common elements shall have and be subject to the following easements:

1. Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements, if any, as herein provided; and in all other apartments of the buildings for support.

2. If any part of the common elements encroaches upon any apartment or limited common element or if any apartment or limited common element encroaches upon the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any buildings of the project shall be partially or totally destroyed and then rebuilt or in the event of any shifting, settlement or movement of any portion of the project, minor encroachments of any parts of the common elements or apartments or limited common elements due to the same shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

3. The Association of Apartment Owners of the project shall have the right to be exercised by its Board of Directors or Managing Agent, to enter any apartments and limited common elements, if any, from time to time during reasonable hours as may be necessary for the operation of the project or at any time for making emergency repairs therein required to prevent damage to any apartments or common elements or for the installation, repair or replacement of any common elements.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: Except when a first mortgagee has entered into possession of an apartment following (i) a default under a first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, 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 except that the apartments may also be used for transient or hotel purposes. The owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of this Declaration and the By-Laws attached hereto.

The proposed House Rules provide that no dogs, cats, household pets, livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project.

OWNERSHIP TO TITLE: The Preliminary Report issued by Security Title Corporation on September 22, 1978 shows that the title to the land is vested in Stephen Santangelo and Evelyn R. Santangelo, husband and wife, as Tenants by the Entirety.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report issued by Security Title Corporation on September 22, 1978, also shows that the property is encumbered as follows:

1. Reservation in favor of State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 4475 and Royal Patent Grant No. 3148.

2. Mortgage dated June 23, 1975, recorded on June 26, 1975 in the Bureau of Conveyances of the State of Hawaii in Book 10731 Page 395, made by MAHINA DEVELOPMENT CORP., a Hawaii corporation, as Mortgagor(s), to GRAND PACIFIC LIFE INSURANCE COMPANY, LIMITED, a Hawaii corporation, as Mortgagee(s), to secure the repayment of the sum of \$140,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to, (as to Lot 115).

3. Mortgage dated June 23, 1975, recorded on June 26, 1975, in the Bureau of Conveyances of the State of Hawaii in Book 10731 Page 405, made by MAHINA DEVELOPMENT CORP., a Hawaii corporation, as Mortgagor(s), to GRAND PACIFIC as Mortgagee(s), to secure the repayment of the sum of \$140,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to, (as to Lot 116).

4. Mortgage dated June 23, 1975, recorded on June 26, 1975, in the Bureau of Conveyances of the State of Hawaii in Book 10731 Page 385, made by MAHINA DEVELOPMENT CORP., a Hawaii corporation, as Mortgagor(s), to GRAND PACIFIC LIFE INSURANCE COMPANY, LIMITED, a Hawaii corporation, as Mortgagee(s), to secure the repayment of the sum of \$140,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to, (as to Lot 117).

5. For any taxes that may be due and owing, reference is made to the office of the Tax Assessor, third division.

6. The covenants, agreements, obligations, conditions and other provisions set forth in that certain DECLARATION OF HORIZONTAL PROPERTY REGIME OF MAHINA dated June 29, 1978 recorded on July 28, 1978 in said Bureau of Conveyances in Book 13043 Page 104 and the By-Laws attached thereto.

By instrument dated August 21, 1978 recorded on August 21, 1978 in said Bureau of Conveyances in Book 13090 Page 219, the foregoing Declaration was amended.

(NOTE: By instrument dated September 20, 1978 recorded on September 22, 1978 in said Bureau of Conveyances in Book 13156 Page 494, the foregoing Declaration was further amended.)

7. Condominium Map No. 555 filed in said Bureau of Conveyances on July 28, 1978.

PURCHASE MONEY HANDLING: An executed escrow agreement dated June 28, 1978, has been filed with the commission. The Escrow agent is Bank of Hawaii. Upon examination, the Specimen Sales Agreement and the executed escrow agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended.

Among other things, the Escrow Agreement provides that escrow agent shall refund all of purchaser's funds, without interest, less a cancellation fee of \$25.00, if purchaser shall request refund of his funds and any one of the following have occurred:

a. Escrow receives a written request from seller 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 of 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.

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

It is incumbent upon the purchaser and prospective purchaser to read and understand the Escrow Agreement before executing the Sales Agreement, since the Escrow Agreement prescribed the procedure for receiving and disbursing purchaser's funds and the Sales Agreement specifically provides that the purchaser approve said Escrow Agreement.

The Specimen Sales Agreement includes a provision wherein purchaser will agree that until developer has closed out the sale of all twenty one (21) apartments, or until December 31, 1978, whichever event first occurs, purchaser will not enter into an agreement with owner of another apartment or with a third party under which purchaser agrees to share expenses and/or rentals of apartments in the project.

The Specimen Sales Contract also provides that if the project is not ready for occupancy within 12 months from the estimated completion date of May 30, 1978, that seller may, at its option, terminate said contract and refund buyer money and be relieved of all further liability.

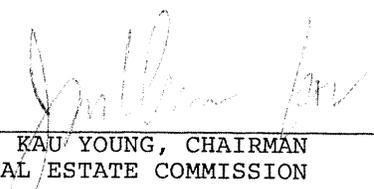
STATUS OF PROJECT: The developer advises the Commission that the existing apartment buildings were constructed in 1971 or 1972 and that he is refurbishing the apartments to add new appliances, carpets and drapes. The apartments are presently being occupied on a month to month basis.

NOTE: The Disclosure Abstract states that the Developer will not warrant any appliances, materials or installations contained in the units.

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 July 28, 1978 and information subsequently filed as of September 28, 1978.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of the REGISTRATION NO. 1026 filed with the Commission on July 28, 1978.

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



AH KAU YOUNG, CHAIRMAN
REAL ESTATE COMMISSION

DISTRIBUTION:

Department of Taxation
Bureau of Conveyances
Planning Department, County of Hawaii
Escrow Agent
Federal Housing Administration

REGISTRATION NO. 1026

October 4, 1978