

# 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  
THE 222 KAIULANI APARTMENTS  
222 Kaiulani Avenue  
Honolulu, Hawaii 96815

REGISTRATION NO. 1052

### **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: December 20, 1978  
Expires: January 20, 1980

#### 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 NOVEMBER 6, 1978, AND INFORMATION SUBSEQUENTLY FILED AS OF DECEMBER 13, 1978. DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. The 222 Kaiulani Apartments is a leasehold condominium project consisting of thirty-six (36) residential apartments located in an existing building having six (6) stories. There are eighteen (18) parking stalls so eighteen (18) apartments will not have parking 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 Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 903952. The Condominium Map has been filed with said Office as Map No. 346.
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 514A, 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, December 20, 1978, 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 THE 222 KAIULANI APARTMENTS. 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: THE 222 KAIULANI APARTMENTS

LOCATION: The project is located at 222 Kaiulani Avenue, Honolulu, Hawaii, on a parcel of 10,011 square feet.

TAX MAP KEY: 2-6-21-4 (1st Division)

ZONING: The property is presently zoned for apartment use.

DEVELOPER: The Developer is Project 222 Limited, a Hawaii corporation, whose business address is Penthouse Apartment, 441 Lewers Street, Honolulu, Hawaii 96815, telephone 922-3552. The officers of Project 222 Limited are Robert McKenzie, President; Edward Bendet, Vice President; and James P. Stone, Secretary-Treasurer.

ATTORNEY REPRESENTING DEVELOPER: Tamotsu Tanaka, Esq., 888 Mililani Street, Suite 703, Honolulu, Hawaii 96813, telephone: 523-7581.

DESCRIPTION OF PROJECT: The project consists of a six-story building constructed primarily of hollow tile and concrete. The building is located on the ewa side of Kaiulani Avenue, mauka of Kuhio Avenue, and has two wings, running perpendicular to Kaiulani Avenue with an open courtyard in the center of the building. The wings are referred to herein as "mauka wing" and "makai wing."

Apartments 201 through 208, inclusive, are located on the second floor of the building; Apartments 301 through 308, inclusive, are located on the third floor of the building; Apartments 401 through 408, inclusive, are located on the fourth floor of the building; Apartments 501 through 508, inclusive, are located on the fifth floor of the building; and Apartments PH-1 through PH-4, inclusive, are located on the sixth floor of the building.

The apartments are constructed according to four 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. Apartments 201, 301, 401 and 501 are located in the makai wing closest to the public road and each consists of a living/dining room, kitchen, two bedrooms, and bathroom and contains a total area of approximately 609 square feet, excluding a lanai having an area of approximately 30 square feet.
2. Apartments 202, 302, 402 and 502 are located ewa of the -01 apartments in the makai wing and each consists of a living/dining room, kitchen, two bedrooms, and bathroom and contains a total area of approximately 577 square feet, excluding a lanai having an area of approximately 30 square feet.
3. Apartments 203, 303, 403 and 503 are located ewa of the -02 apartments in the makai wing and each consists of a living/dining room, kitchen, two bedrooms, and bathroom and contains a total area of approximately 577 square feet, excluding a lanai having an area of approximately 30 square feet.
4. Apartments 204, 304, 404 and 504 are located ewa of the -03 apartments in the makai wing at the end farthest from the public road and each consists of a living/dining room, kitchen, two bedrooms, and bathroom and contains a total area of approximately 630 square feet, excluding a lanai having an area of approximately 30 square feet.
5. Apartments 205, 305, 405 and 505 are located in the mauka wing at the end closest to the public road and each consists of a living/dining room, kitchen, two bedrooms, and bathroom and contains a total area of approximately 609 square feet, excluding a lanai having an area of approximately 30 square feet.
6. Apartments 206, 306, 406 and 506 are located ewa of the -05 apartments in the mauka wing and each consists of a living/dining room, kitchen, two bedrooms and bathroom and contains a total area of approximately 577 square feet, excluding a lanai having an area of approximately 30 square feet.
7. Apartments 207, 307, 407 and 507 are located ewa of the -06 apartments in the mauka wing and each consists of a living/dining room, kitchen, two bedrooms and bathroom and contains a total area of approximately 577 square feet, excluding a lanai having an area of approximately 30 square feet.
8. Apartments 208, 308, 408 and 508 are located ewa of the -07 apartments in the mauka wing at the end farthest from the public road and each consists of a living/dining room, kitchen, two bedrooms, and bathroom and contains a total area of approximately 630 square feet, excluding a lanai having an area of approximately 30 square feet.

9. Apartment PH-1 is located on the half of the makai wing closest to the public road and consists of a living/dining room, kitchen, three bedrooms and two bathrooms and contains a total area of approximately 1,014 square feet, excluding two lanais having an aggregate area of approximately 191 square feet.
10. Apartment PH-2 is located on the half of the makai wing ewa of Apartment PH-1 and consists of a living/dining room, kitchen, three bedrooms and two bathrooms and contains a total area of approximately 1,062 square feet, excluding two lanais having an aggregate area of approximately 191 square feet.
11. Apartment PH-3 is located on the half of the mauka wing closest to the public road and consists of a living/dining room, kitchen, three bedrooms and two bathrooms and contains a total area of approximately 997 square feet, excluding two lanais having an aggregate area of approximately 191 square feet.
12. Apartment PH-4 is located in the half of the mauka wing ewa of Apartment PH-3 and consists of a living/dining room, kitchen, three bedrooms and two bathrooms and contains a total area of approximately 1,044 square feet, excluding two lanais having an aggregate area of approximately 191 square feet.

The apartments are numbered and located in the manner shown on Condominium Map No. 346, filed in said Office of the Assistant Registrar.

Each apartment has access to the two stairways located between the two wings (one at the end closest to the public road and the other at the ewa end) between the upper and ground floors of the building, and to an elevator located at the end of the building closest to the public road. Corridors connect such wings to the two stairways and elevator, leading to the street entrance and parking areas of the project.

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, where applicable, the air space bounded by the lanai enclosure, and the built-in fixtures within the apartment.

The project also includes parking area for 18 cars, bulk storage/utility rooms and a laundry room.

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, refuse areas, planter boxes, and mailboxes;
- d. All parking areas;
- 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 laundry room, trash room, heater room and transformer room, all of which are located in the basement of the building;
- g. The bulk storage/utility rooms located on the second through sixth floors of the building;
- h. 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 as shown on Exhibit "A" attached hereto and incorporated herein by reference that is appurtenant to the apartment listed alongside the parking stall (except 18 apartments shall have no parking space appurtenant to them) and the mailbox for each apartment.

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 by the respective owners of such apartments and the Lessor and mortgagee of such apartments, if any, provided that such amendment shall be effective only upon the filing of the same in the said Office of the Assistant Registrar.

PERCENTAGE OF UNDIVIDED OWNERSHIP TO BE CONVEYED BY APARTMENT LEASES. 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. 201, 205, 301, 305, 401, 405, 501 and 505	2.62

2.	202, 203, 206, 207, 302, 303, 306, 307, 402, 403, 406, 407, 502, 503, 506 and 507	2.48
3.	204, 208, 304, 308, 404, 408, 504 and 508	2.71
4.	PH-1	4.35
5.	PH-2	4.57
6.	PH-3	4.28
7.	PH-4	4.48

Such interest is hereby defined and referred to herein as the "common interest". The proportionate shares of the profits and common expenses of the project and the proportionate representation for voting purposes in the Association of Apartment Owners of the project, shall be in said percentage for each apartment. The aggregate common interest in the common elements of the apartments is allocated between them on the basis of their interior floor area. 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.

PURPOSE OF BUILDING 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 or, at the absolute discretion of each apartment owner, may 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 apartments are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen, or bellboy service. The owners of the respective apartments shall have the absolute right to lease or rent the same for any length of time subject to the limitations, restrictions, covenants and conditions of the Declaration.

NOTE: The Developer advises that the zoning for the project is apartment. The project has not been constructed as a "hotel" with a front desk and lobby area for guests, nor will it be renovated to be a "hotel". The Developer will not initiate any program whereby customary hotel services, such as room service for food and beverage, maid service, laundry and linen, or bellboy service will be provided. Any such program must be initiated by an apartment owner for himself or through the Association of Apartment Owners at the expense of the apartment owner(s) involved and in conformance with the laws and ordinances in effect at that time. The Developer makes no representation that such a program is or will be in conformance with the applicable laws or ordinances. Prospective purchasers are advised to investigate this matter thoroughly before initiating such a program.

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: six (6) persons in a three-bedroom apartment, and four (4) persons in a two-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 Lien Letter issued by Long & Melone, Ltd., dated October 20, 1978, reflects that the ownership of the property is vested as follows:

1. Fee owner is Bishop Trust Company, Limited, a Hawaii corporation, Trustee under Indenture of Trust Document No. 646086 dated November 10, 1965, made by and between August Rodrigues Bisho, as Settlor, and said Trustee, as amended by Documents Nos. 646087 dated December 30, 1966 and 646088 dated August 1, 1973.
2. The predecessor in title of said Bishop Trust Company, Limited, issued a lease for the premises dated January 15, 1959, filed as Document No. 230943.

ENCUMBRANCES: Said Lien Letter dated October 20, 1978, by Long & Melone, Ltd., also shows title to the property to be subject to the following encumbrances:

1. The terms and conditions of said Lease dated January 15, 1959, filed as Document No. 230943.
2. Terms, covenants, conditions, reservations and restrictions contained in that certain Declaration of Trust dated November 10, 1965, as amended by instruments dated December 30, 1966, filed as Document No. 646087 and dated August 1, 1973, filed as Document No. 646088.
3. Mortgage dated August 24, 1962, filed as Document No. 295065 in favor of Honolulu Trust Company, Limited.
4. Assignment of Rents dated August 24, 1962, in favor of Honolulu Trust Company, Limited, filed as Document No. 295066.
5. Assignment of Mortgage dated August 27, 1962, in favor of Northwestern National Life Insurance Company, a Minnesota corporation, filed as Document No. 295666 (assigns Mortgage filed as Document No. 295065 and Assignment of Rents filed as Document No. 295066).
6. Agreement of Sale dated October 2, 1978, filed as Document No. 903946, in favor of The 222 Kaiulani Joint Venture, a registered Hawaii joint venture.
7. Sub-Agreement of Sale dated September 29, 1978, filed as Document No. 903949, in favor of Project 222 Limited, a Hawaii corporation.
8. Mortgage of Vendee's interest in Agreement of Sale in favor of Hawaii Thrift & Loan dated October 2, 1978,

filed as Document No. 903948 and Financing Statement in Liber 13215, Page 772.

9. Mortgage of Sub-Vendor's Interest in Sub-Agreement of Sale in favor of Hawaii Thrift & Loan dated September 29, 1978, filed as Document No. 903951 and Financing Statement in Liber 13215, Page 773.
10. Declaration of Horizontal Property Regime and By-Laws dated October 2, 1978, filed as Document No. 903952. Condominium Map No. 346.
11. For any real property taxes due and owing, reference is made to the Office of the Tax Assessor, First Division.

The Developer also advises that any and all existing unrecorded or recorded rental agreements, rental arrangements, and leases relating to the premises, together with all modifications, amendments, and additions thereto, extensions and renewals thereof, and replacements and substitutions therefor, constitute encumbrances but shall be terminated prior to the conveyance of the particular apartment so encumbered.

PURCHASE MONEY HANDLING: The executed escrow agreement dated October 25, 1978, identifies Bank of Hawaii as the "Escrow" and provides in part that purchasers who exercise their right of refund within 30 days of receipt of Final Public Report 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 if Escrow receives a written request from Seller to return to purchaser the funds of such purchaser then held by Escrow.

Upon refund of said funds to purchaser as aforesaid, Escrow shall return to Seller such purchaser's sales contract and any Apartment Lease therefore 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 December 31, 1979, less than 18 apartments have been sold; (2) the purchaser agrees to purchase the apartment as renovated, including new appliances, carpets and drapes, "as is"; and (3) Purchaser agrees that all rights of Purchaser are subject and subordinate to the lien of any mortgage(s) made to finance the cost of acquisition, renovating and refurbishing of project by Seller and to any and all sums which may become a lien pursuant to the terms of such mortgage(s).

Upon examination, the specimen Sales Contract and the executed escrow agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly with Sections 514A-37, 514A-39 and 514A-63 to 514A-66. 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 payment of closing costs.

MANAGEMENT AND OPERATION: Article IV, Section 1, 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 entered into an initial property management contract with Urban Management Corp. on October 3, 1978 and has submitted a copy thereof with its Notice of Intention.

STATEMENT OF FINANCING: The Developer has informed the Commission that it intends to cause the issuance of apartment leases from the fee owner to purchasers upon the confirmed sale of 18 apartments and use proceeds from its sale of the 36 apartments to pay off the Agreement of Sale and other liens.

STATUS OF PROJECT: The apartment building was constructed about 1960. The Developer intends to renovate each apartment unit with new appliances, carpeting, paint and drapes. The renovation work will be completed by February 1, 1979.

Note: The building and other improvements is a non-conforming structure meaning that the building and other improvements were lawfully built but does not now comply with the bulk, yard, setback or height regulations of the district in which it is located, and other requirements of the City or State laws and regulations.

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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 November 6, 1978, and information subsequently filed as of December 13, 1978.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1052 filed with the Commission on November 6, 1978.

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.

  
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(for) 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. 1052

Dated: December 20, 1978

EXHIBIT "A"

Parking Stall Designation

<u>Apartment No.</u>	<u>Stall No.</u>
201	18
204	9
205	17
208	8
301	16
304	7
305	15
308	6
401	14
404	5
405	13
408	4
501	12
504	3
505	11
508	2
PH-1	1
PH-2	10

END OF EXHIBIT "A"