

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

MAKIKI COLONY
1620 Keeaumoku Street
Honolulu, Hawaii

REGISTRATION NO. 1056

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 25, 1979
Expires: February 25, 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 16, 1978 and information subsequently filed as of January 19, 1979. THE SELLER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES.

1. MAKIKI COLONY is a fee simple condominium project, which consists of an existing nine-story plus basement apartment building.
2. The developer of the project has submitted to the Commission for examination all documents deemed necessary for the issuance of this Final Public Report.
3. The basic documents, the Declaration of Horizontal Property Regime dated December 29, 1978 with the By-Laws attached thereto, has been recorded at the Bureau of Conveyances of the State of Hawaii in Liber 13400 at Page 1. Condominium Map No. 590 was recorded as aforesaid.
4. No advertising or promotional matter has 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, and the Condominium Rules and Regulations which relate to the Horizontal Property Regime.
6. This Final Public Report automatically expires thirteen (13) months after date of issuance, January 25, 1979, unless a Supplementary Public Report issues or the Commission upon review of registration issues an order extending the effective period of this report.
7. This Final Public Report is made a part of the registration of MAKIKI COLONY. The developer is responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers and of securing a signed copy of the receipt for the Final Public Report from each purchaser and prospective purchaser.

NAME OF PROJECT: MAKIKI COLONY

LOCATION: The 14,700 square feet of property committed to the regime as a fee simple condominium project is situated at 1620 Keeaumoku Street, Honolulu, State of Hawaii.

TAX MAP KEY: 2-4-25-22

ZONING: A-4

DEVELOPER: MC VENTURES, a Hawaii registered partnership, whose address is 900 Fort Street, Suite 1200, Pioneer Plaza, Honolulu, Hawaii 96813. The general partners of the Seller are CENTRAL PACIFIC DEVELOPMENT CORPORATION, a Hawaii corporation, and UNITED AMERICAN LAND, INC.

ATTORNEYS REPRESENTING SELLER: IKAZAKI, DEVENS, LO, YOUTH & NAKANO (Attention: Richard C. Lo), 1412 Amfac Building, 700 Bishop Street, Honolulu, Hawaii 96813; telephone 521-1456.

DESCRIPTION: The Declaration reflects that the project consists of an existing nine-story, plus basement, building, containing a total of fifty-six (56) residential apartment units on eight (8) floors, and fifty-seven (57) parking stalls located on the Basement and First Floor levels, constructed in accordance with plans and specifications prepared by Anbe, Aruga & Associates, Inc., Architects. Each residential floor also has an elevator foyer, two (2) elevators, an access corridor, an electrical room and two (2) stairways. The roof of the building contains an elevator room, a water heater room and a stairway.

There are seven (7) apartments per floor on each of the eight (8) residential floors. Each apartment on the second through ninth residential floors has a three-digit number, with the first number being the number of the floor on which the apartment is located, and the second and third numbers indicating the number of the apartment of each floor.

Each apartment contains three (3) rooms, consisting specifically of a living-dining room, one bedroom and a bathroom, plus a lanai. There are two (2) types of apartments, both similar and of equal area, one type being the reverse of the other. The gross floor area of each apartment is 575 square feet, more or less, including a lanai of 90 square feet, more or less. Each apartment has immediate access to a corridor which leads to two (2) stairways and two (2) elevators, each stairway and elevator leading to the grounds of the project.

The respective residential apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, awnings, if any, the floor and ceiling 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 common elements as hereinafter provided. Each residential apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter or party walls, the inner decorated or finished surfaces of all walls, floors and ceilings, doors and door frames, windows and window frames, the lanai air space, and all fixtures installed in the apartment.

COMMON ELEMENTS: The Declaration of Horizontal Property Regime designates all of the remaining portions of the project, herein called the "common elements", including specifically, but not limited to:

- (a) Said land in fee simple;
- (b) All structural components, such as foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways and fire escapes, entrances, exits, floor slabs, unfinished perimeter, party and load-bearing walls, awnings and walkways of said building;
- (c) All common spaces such as yards, gardens, planting areas, roof deck, trash collection areas, all parking areas, driveways, access lanes and ramps leading to the parking areas;
- (d) All common premises such as the lobby, transformer vault, electrical room, laundry room, machine room, mechanical room, trash chute, premises for the use of janitors or other persons employed for operation of the property, if any;
- (e) Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under or across the project which serve more than one apartment for services such as power, light, gas, hot water, cold water, sewage, telephone and television signal distribution, if any;
- (f) Apparatus and installations existing for common use, such as elevators, tanks, pumps, motors, fans, compressors, ducts, vents and other such installations and apparatus;
- (g) The one guest parking stall, designated "unassigned" on the condominium map and located on the First Floor of the building;
- (h) All other parts of the property necessary or convenient to its existence, maintenance and safety, of normally in common use.

LIMITED COMMON ELEMENTS: The Declaration reflects that certain parts of the common elements, herein called the "limited common elements", are 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 balconies and all other areas, except stairways, elevator shafts and doorways on each residential floor shall be limited common elements appurtenant to all the apartments located on such floor;

(b) Each apartment shall have for its exclusive use one parking stall as designated by the same number as that of the apartment to which such stall is appurtenant and as shown on said condominium map;

(c) All other common elements of the project which are rationally related to less than all of said apartments shall be limited common elements appurtenant to the apartments to which they are so related.

INTEREST TO BE CONVEYED TO PURCHASER: The percentage of undivided interest in the common elements appertaining to each apartment shall be 1.78571%, except Apartment No. 907, which shall have a common interest of 1.78595%. The above percentage shall govern in all common profits and expenses of the project and for purposes of voting on all matters requiring action by the owners.

PURPOSES FOR WHICH THE BUILDING AND EACH APARTMENT MAY BE USED: The apartments shall be occupied and used for dwelling purposes and for no other purpose.

The House Rules provide, in part: (1) Occupancy is limited to not more than two (2) persons per bedroom contained in each apartment, except that this occupancy may be exceeded by members of the immediate family of the owner, tenant or lessee, provided that in no event shall the number of occupants be more than three per bedroom; (2) No fires or barbecuing will be permitted on any apartment lanai; and (3) No waterbeds shall be permitted in the apartments.

OWNERSHIP OF TITLE: The Preliminary Report dated January 5, 1979, issued by Pacific Guaranty Title Corporation, reports that title to the land is vested in MC Ventures, a Hawaii registered partnership.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report dated January 5, 1979, reports that title to the land is subject to the following encumbrances:

1. For any taxes that are due and owing, reference is made to the office of the Tax Assessor, First Division.
2. Title to all mineral and metallic mines reserved to the State of Hawaii.
3. Mortgage dated December 26, 1978, recorded December 29, 1978, recorded as aforesaid in Liber 13384 at Page 566, in favor of State Savings and Loan Association, a Utah corporation.
4. Financing Statement recorded December 29, 1978 as aforesaid in Liber 13384 at Page 593, in favor of said State Savings and Loan Association.
5. Condominium Map No. 590, filed in the Bureau of Conveyances, State of Hawaii.
6. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and by-laws set forth in the Declaration of Horizontal Property Regime dated December 29, 1978, recorded as aforesaid in Liber 13400 at Page 1.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated November 14, 1978, between King Escrow Services Corporation, as Escrow, and Seller, has been filed with the Commission. On examination, the executed Escrow Agreement and specimen Sales Contract filed with the Commission are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly Sections 514A-39, 514A-62, 514A-64 and 514A-66.

The specimen Sales Contract contains the following provisions, among others:

1. THE BUYER EXPRESSLY ACKNOWLEDGES AND AGREES that the Project consists of a fully constructed and existing building (the Final Certificate of Occupancy having been heretofore issued, that the Buyer has been offered an adequate opportunity to examine the plans for the Project (as set forth in Condominium Map No. 590) and the actual Project and Apartment covered hereby. AND THE BUYER FURTHER ACKNOWLEDGES AND AGREES that the property described in Section "A" above [of the Sales Contract] is being sold by the Seller

in its present condition, "as is", and that the Seller is disclaiming any express or implied warranty of any kind whatsoever, including, without limitation, any implied warranty of merchantability or fitness of the property for a particular purpose, or any implied warranty of habitability.

2. In addition to closing costs in the Sales Contract the purchaser will pay a sum equal to three (3) months estimated common expenses as a "start-up fee" to the Association of Apartment Owners.

3. The Buyer acknowledges his right to inspect the apartment prior to executing the Sales Contract. The existence of any defect in the Apartment shall not excuse the Buyer's obligation to perform all obligations in the Sales Contract.

4. In the event less than forty-five (45) apartments are sold prior to June 30, 1979, Seller may, at its option, cancel this agreement, in which event Seller will cause Escrow to refund to Buyer all monies paid, without interest, and Seller shall be relieved and released of all further liability hereunder.

5. Prospective purchaser should be aware that the Seller's mortgage loan (interim, renewals and extensions) used for the development of the project shall be and remain at all times a superior lien on the project, and purchasers intentionally waive and subordinate the priority of lien under the Sales Contract in favor of the mortgage loan.

Among other provisions, the Escrow Agreement provides that a purchaser 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) Seller requests Escrow Agent to return to Buyer the funds of Buyer then being held hereunder by Escrow Agent; or

(b) Seller notifies Escrow Agent of Seller's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated therein or otherwise available to Seller; or

(c) If a Buyer'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

(d) If the Final Public Report differs in any material respect from the Preliminary Public Report, if any, unless the Buyer has given written approval or acceptance of the difference; or

(e) If the Final Public Report is not issued within one (1) year from the date of issuance of the Preliminary Public Report, if any.

The Escrow Agreement also contains the following provisions, among others: that the Escrow Agent shall make no disbursements of Buyer's funds unless and until Seller has complied with all the provisions of the Escrow Agreement.

It is incumbent upon the purchaser and the prospective purchaser that he read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of residential apartments are placed in trust, as well as the retention and disbursement of said trust funds. The specimen Sales Contract specifically provides that the purchaser approves said Escrow Agreement and assumes the benefits and obligations therein provided.

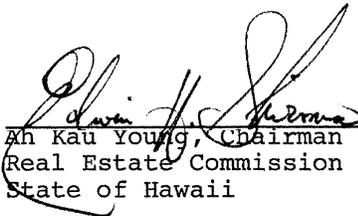
MANAGEMENT OF THE PROJECT: The Declaration provides that the management of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible managing agent. The Sales Contract to be signed by the purchasers provided the Seller may appoint the initial manager and agent of the project. Hawaiian Certified Property Management, Inc., 900 Fort Street, Suite 1212, Honolulu, Hawaii, has been selected as the initial managing agent for the project.

STATUS OF PROJECT: The construction of the improvements constituting the project has been completed. The Final Certificate of Occupancy for the project was issued on September 1, 1970.

The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Seller in the required Notice of Intention submitted November 16, 1978 and information submitted as of January 19, 1979.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1056, filed with the Commission on November 16, 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.

 (for)
Ah Kau Young, Chairman
Real Estate Commission
State of Hawaii

DISTRIBUTION:

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

Registration No. 1056

January 25, 1979