

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

LIKINI WEST
5122 Likini Street
Honolulu, Oahu, Hawaii

REGISTRATION NO. 1143

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: September 28, 1979

Expires: October 28, 1980

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 the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JUNE 19, 1979, AND INFORMATION SUBSEQUENTLY FILED AS OF AUGUST 29, 1979. THE DEVELOPER BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT (CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED).

1. LIKINI WEST is a proposed fee simple condominium project consisting of one existing seven-story apartment building of reinforced concrete construction, with 110 residential units, all of which will be sold by the developer upon and subject to the terms and provisions of an apartment deed to be issued by the owner of the fee simple title. There will be parking stalls for 110 automobiles, a swimming pool and recreation deck, a laundry room, a storage area, a manager's office space, a trash chute and enclosure, a janitor's closet, an enterphone security system, a car wash area, electrical and mechanical utility rooms and appurtenances, three stairways and two elevators.
2. 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.
3. 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 recorded in the Office of the recording officer.
4. 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.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.
6. This Preliminary Public Report is made a part of the registration of LIKINI WEST condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and for securing a signed copy of a receipt therefor.
7. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, September 28, 1979, unless a Supplementary or Final Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: LIKINI WEST

LOCATION: 5122 Likini Street, Honolulu, Hawaii. The site comprising 65,036 square feet, is located in Salt Lake, Honolulu, Hawaii.

TAX MAP KEY: First Division 1-1-59-03

ZONING: A-3

DEVELOPER: A.K.R., INC., whose principal place of business is 6259 Keokea Place, Honolulu, Hawaii 96825. (Telephone No. 377-6498). The officers of the corporation are:

President and Treasurer:

Michael Marshall Ross
6259 Keokea Place
Honolulu, Hawaii 96825

Vice President and Secretary:

Annette Kay Ross
6259 Keokea Place
Honolulu, Hawaii 96825

ATTORNEYS REPRESENTING DEVELOPER: WOO, KESSNER & DUCA (Attention: Vernon Y. T. Woo), Suite 300, James Campbell Building, 828 Fort Street Mall, Honolulu, Hawaii 96813 (Telephone No. 524-0955)

DESCRIPTION: The proposed Declaration of Horizontal Property Regime and the plans submitted by the Developer indicate that the improvements shall consist of one existing seven-story concrete apartment building without basement, two elevators and three stairways, the ground floor parking level and each of the seven residential floors. Apartments on the first floor are consecutively numbered 101 through 106, and 109 through 114; apartments on the second, third, fourth, fifth, sixth and seventh floors are consecutively numbered 01 through 16, with each apartment number preceded by the appropriate number to designate the particular floor upon which that apartment unit is located. In addition, the improvements include a swimming pool and recreation deck, a laundry room, a storage area, a manager's office space, a trash chute and enclosure, a janitor's closet, an enterphone security system, a car wash area, electrical and mechanical utility rooms and appurtenances, three stairways and two elevators.

The Project consists of three (3) basic types of apartments, each apartment being typical of all other apartments of the same type. Apartment types are designated as Type C, C1 and C2 units, Type A units and Type B units.

Type C, C1 and C2 apartment units are studios containing a combined living-dining area, kitchen and one full bath. The total floor area of each Type C, C1, and C2 unit is approximately 381 square feet. There are a total of 28 Type C, C1 and C2 apartments numbered 101, 201, 301, 401, 501, 601, 701, 106, 109, 209, 309, 409, 509, 609, 709, 116, 216, 316, 416, 516, 616, 716, 208, 308, 408, 508, 608 and 708.

Two (2) of the Type C2 apartments numbered 109 and 116 and located on the ground floor of the building, will have in addition to the above-mentioned square feet, an additional lanai area consisting of 84 and 60 square feet respectively for a total area of 465 and 441 square feet respectively.

Type A apartment units contain a combined living-dining area, kitchen, one bedroom, and one full bath. The total floor area of each Type A unit is approximately 625 square feet. There are 41 Type A units, numbered 103, 203, 303, 403, 503, 603, 703, 105, 205, 305, 405, 505, 605, 705, 207, 307, 407, 507, 607, 707, 110, 210, 310, 410, 510, 610, 710, 112, 212, 312, 412, 512, 612, 712, 114, 214, 314, 414, 514, 614, and 714.

Three (3) of the Type A apartments numbered 110, 112, and 114, will have in addition to the above-mentioned square feet, an additional lanai area consisting of 84 square feet for a total area of 709 square feet each.

Type B apartment units contain a combined living-dining area, kitchen, one bedroom, and one full bath. The total floor area of each Type B unit is approximately 594 square feet. There are 41 Type B units numbered 102, 202, 302, 402, 502, 602, 702, 104, 204, 304, 404, 504, 604, 704, 206, 306, 406, 506, 606, 706, 111, 211, 311, 411, 511, 611, 711, 113, 213, 313, 413, 513, 613, 713, 115, 215, 315, 415, 515, 615, and 715.

Three (3) of the Type B apartments numbered 111, 113, and 115, will have in addition to the above-mentioned square feet, an additional lanai area consisting of 84 square feet for a total area of 678 square feet each.

The apartments will be numbered in the manner shown on the Condominium File Plan. All apartment square footage figures are approximate and are based on measurements to the center line to center line on the horizontal and outside to outside in a transverse direction. There will be parking stalls for 110 automobiles, of which 32 are for compact cars.

Each Apartment shall include all of the areas or spaces enclosed by the walls, floor and ceiling which determine apartment boundaries as established hereafter and by the Condominium Map. Where a unit is bounded by walls, its boundaries shall be the inner decorated or finished surfaces of all boundary walls, whether or not load-bearing, and the inner surfaces of the floor and ceiling of each apartment. Each apartment shall include all interior non-load-bearing walls or partitions within its boundaries, all fixtures originally installed within its boundaries, all glass windows, panels, or doors along the perimeter, and all plumbing, electrical or other utility, serving only that apartment or limited common elements thereof. No apartment shall include any of the following:

(a) The foundation, the exterior walls, roof, floors, load-bearing walls, beams and columns of the building of the Project, or any party walls separating two apartments, or separating an apartment from any common elements.

(b) All pipes, wires, conduits, and other utility or service lines which are utilized for or serve another or more than one apartment.

COMMON ELEMENTS. The common elements shall include the limited common elements described below and all other portions of the Property, excluding those items defined as part of any apartment hereof, but including both the apartment building and the portions of the land on which the building is located and all elements mentioned in the Act which are actually constructed on the land and specifically shall include but not be limited to:

- (a) The land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, support, bearing walls, roof, stairs, stairways, walkways, hallways, corridors, entrances and exits;
- (c) The swimming pool and recreation deck, and car wash area;
- (d) The laundry room, and the janitor's closet and appurtenances;
- (e) The manager's office space;
- (f) The enterphone security system;
- (g) All yards, grounds, and landscaping;
- (h) All driveway and parking areas;
- (i) All common trash areas and chute, and common storage areas;
- (j) All ducts, electrical equipment and wiring and other central and appurtenant installations for services including power, lights, cold and hot water, refuse, telephone, and electrical and mechanical room areas;
- (k) All other devices or installations upon the land and building existing for or rationally of common use to all of the owners of apartments and parking stalls within the Project.

LIMITED COMMON ELEMENTS.

a. Each of the one hundred ten (110) Apartments shall have the exclusive right to use one parking stall as set forth in the Exhibit attached hereto and by reference made a part hereof, and as shown on the Condominium Map, the parking stall designated by number is set forth opposite the number of said apartment and shall be appurtenant to and for the exclusive use of said apartment.

b. All load-bearing walls within the boundary walls, and the interior one-half of all other boundary walls of each apartment (including the interior half of any hollow spaces in said walls for mechanical or electrical systems) whether load-bearing or non-load-bearing, are limited common elements appurtenant to the apartment in which they are located or which they bound.

INTEREST TO BE CONVEYED TO PURCHASER: The percentage of undivided interest (the "common interest"), in the common elements appertaining to each Apartment, for all purposes, including voting, shall be as follows:

<u>Apartment Unit</u>	<u>Square Feet</u>	<u>Lanai</u>	<u>Percentage Interest</u>
101	381		.62800
102	594		.97900
103	625		1.03000
104	594		.97900
105	625		1.03000
106	381		.62800
109	381	84 (465)	.63509
110	625	84 (709)	1.03656
111	594	84 (678)	.98447
112	625	84 (709)	1.03656
113	594	84 (678)	.98447
114	625	84 (709)	1.03656
115	594	84 (678)	.98447
116	381	60 (441)	.63182
201	381		.62800
202	594		.97900
203	625		1.03000
204	594		.97900
205	625		1.03000
206	594		.97900
207	625		1.03000
208	381		.62800
209	381		.62800
210	625		.97900
211	594		.97900
212	625		1.03000
213	594		.97900
214	625		1.03000
215	594		.97900
216	381		.62800

<u>Apartment Unit</u>	<u>Square Feet</u>	<u>Percentage Interest</u>
301	381	.62800
302	594	.97900
303	625	1.03000
304	594	.97900
305	625	1.03000
306	594	.97900
307	625	1.03000
308	381	.62800
309	381	.62800
310	625	1.03000
311	594	.97900
312	625	1.03000
313	594	.97900
314	625	1.03000
315	594	.97900
316	381	.62800
401	381	.62800
402	594	.97900
403	625	1.03000
404	594	.97900
405	625	1.03000
406	594	.97900
407	625	1.03000
408	381	.62800
409	381	.62800
410	625	1.03000
411	594	.97900
412	625	1.03000
413	594	.97900
414	625	1.03000
415	594	.97900
416	381	.62800
501	381	.62800
502	594	.97900
503	625	1.03000
504	594	.97900
505	625	1.03000
506	594	.97900
507	625	1.03000
508	381	.62800
509	381	.62800
510	625	1.03000
511	594	.97900
512	625	1.03000
513	594	.97900
514	625	1.03000
515	594	.97900
516	381	.62800
601	381	.62800
602	594	.97900
603	625	1.03000
604	594	.97900
605	625	1.03000
606	594	.97900
607	625	1.03000
608	381	.62800

<u>Apartment Unit</u>	<u>Square Feet</u>	<u>Percentage Interest</u>
609	381	.62800
610	625	1.03000
611	594	.97900
612	625	1.03000
613	594	.97900
614	625	1.03000
615	594	.97900
616	381	.62800
701	381	.62800
702	594	.97900
703	625	1.03000
704	594	.97900
705	625	1.03000
706	594	.97900
707	625	1.03000
708	381	.62800
709	381	.62800
710	625	1.03000
711	594	.97900
712	625	1.03000
713	594	.97900
714	625	1.03000
715	594	.97900
716	381	.62800

EASEMENTS. The Apartments, parking stalls, and common elements shall also have and be subject to the following easements:

(a) Each Apartment shall have appurtenant thereto non-exclusive easements; (i) for ingress to, egress from, utility services for, and support, maintenance and repair of such Apartments in those common elements designated for such purposes; (ii) 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 as provided herein; and (iii) in all other Apartments and limited common elements of the building in which it is located for support.

(b) If any part of the common elements or any part of any Apartment encroaches upon any other Apartment or limited common element thereto, or if any part of any Apartment shall encroach upon any common element, or, in either case, if such encroachment shall occur as a result of any settling or shifting of the Project or any part thereof, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist so long as the building in which such Apartment is located shall stand. In

the event any Apartment or building of the Project shall be partially or totally destroyed and then rebuilt, the encroachment of any parts of the common elements upon any Apartment or of any Apartment upon any other Apartment or upon any portion of the common elements due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist for so long as the building or Apartment rebuilt shall stand.

(c) The Association of Apartment Owners shall have the right, to be exercised by its Board of Directors or the Managing Agent, to enter each Apartment and the limited common elements at reasonable times when necessary for the operation of the Project or for making emergency repairs therein which may be necessary to prevent damage to any other Apartment or to the common elements.

PURPOSE OF BUILDING AND RESTRICTION AS TO USE. Each residential apartment shall be used and occupied only as a residence for the owner, his family, tenants, and social guests and for no other purpose. The owner of each residential apartment shall have the absolute right to lease his apartment subject to the restrictions, limitations, covenants and conditions contained in this Declaration and the By-Laws.

The proposed House Rules provide in part that no livestock, poultry or other animals or pets whatsoever shall be allowed or kept in any part of the Project without the prior written consent of the Board of Directors.

OWNERSHIP OF TITLE. A Preliminary Report dated May 30, 1979, and issued by First Land Title Corporation, indicates that title to the land is vested in Likini West Associates, a Hawaii general partnership. A copy of the Option to Purchase Agreement dated May 24, 1979 to Michael Marshall Ross, his exercise of the option dated June 13, 1979, and the Developer's assignment of the Option to A.K.R., Inc., have been filed with the Commission. The Developer advises the terms and conditions of the purchase option will be satisfied simultaneously with the issuance of apartment deeds and the property will be conveyed directly from Developer to the apartment purchasers.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report dated May 30, 1979, issued by First Land Title Corporation lists the following encumbrances:

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

2. Excepting and reserving therefrom unto the Trustees under the Will and of the Estate of Samuel M. Damon, deceased, all artesian and other undergrounded water and rights thereto appurtenant to said premises, as reserved in Deed Document No. 372554 dated October 7, 1965; said Trustees released all right to enter upon surface of lands to exercise said exception and reservation in Document No. 372554 including any rights of ingress and egress upon said lands by Release Document No. 372562 dated October 12, 1965.
3. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in the Declaration dated November 24, 1970, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 520605.
4. Mortgage

Dated:	September 12, 1974
Document No.:	696625
Amount:	\$1,650,000.00
Mortgagor:	Likini West Associates, a Hawaii registered general partnership.
 Mortgagee:	 Occidental Life Insurance Company of California, a California corporation.
5. Assignment of Lessor's interest dated September 12, 1974, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 696626. (apartment lease agreements)

NOTES:

A Financing Statement made by and between Likini West Associates, a Hawaii registered general partnership, Debtor(s), and Bank of Hawaii, Secured Party, covering certain personal property therein described, recorded March 16, 1973, in Book 9008, Page 343, in the Bureau of Conveyances, State of Hawaii.

Assignment of Financing Statement recorded November 18, 1974, in the Bureau of Conveyances, State of Hawaii, in Book 10247, Page 159
Assignee: Occidental Life Insurance Company of California

Continuation of Financing Statement recorded January 9, 1978, in Book 12657, Page 246.

NOTE: The Developer advises that said mortgage mentioned above will be released prior to the recordation of the Purchaser's apartment deed.

PURCHASE MONEY HANDLING. An executed Escrow Agreement, dated June 18, 1979, identified King Escrow Services Corporation as the Escrow Agent. Upon examination, the executed Escrow Agreement and specimen Sales Contract are found to be in consonance with Chapter 514A, Hawaii Revised Statutes, and particularly Section 514A-37, 514A-39 and Sections 514A-63 through 66. Among other provisions, the Escrow Agreement provides that the Escrow Agent shall refund to purchaser all of purchaser's funds, without interest, less cancellation fee of \$25.00, if purchaser shall request refund of his funds and any one of the following shall have occurred:

(a) Developer has requested Escrow Agent in writing to return to purchaser the funds of purchaser then held under the Escrow Agreement by Escrow Agent; or

(b) Developer has notified Escrow Agent 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; or

(c) Developer has notified Escrow Agent that purchaser's funds were obtained prior to the issuance of a Final Public Report for the Project and that either (i) such Final Public Report differs in any material respect from this Preliminary Public Report or (ii) there is any material change in the condominium building plans for purchaser's apartment or the common elements of the Project subsequent to the execution of the sales contract requiring approval of a county officer having jurisdiction over issuance of permits for construction of buildings, unless in either case the purchaser has given written approval or acceptance of the specific change; or

(d) Developer has notified Escrow Agent that a Final Public Report has not been issued within one (1) year of the date of the issuance of this Preliminary Public Report and purchaser has not waived its right of refund and cancellation of obligation pursuant to Section 514A-66, Hawaii Revised Statutes.

It is incumbent upon the purchaser and prospective purchaser to read and understand the Escrow Agreement before executing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing purchaser's funds.

Among other provisions, the specimen Sales Contract provides that the Seller makes no warranty as to any defects in the apartments, the appliances therein, and the common elements of the Project. The Buyer is to inspect the Project and understand and agree that he is buying the property sold in an "as is" condition without warranty of any nature from the Seller.

MANAGEMENT OF PROJECT. The By-Laws which are incorporated in the proposed 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 Developer has submitted a copy of an executed Management Agreement to the Commission dated June 18, 1979, identifying Certified Management, a division of A.R. Corporation, a Hawaii corporation, the principal place of business is 98-1238 Kaahumanu Street, Suite 404, Pearl City, Hawaii, as its initial Managing Agent.

STATUS OF REPORT. The Project was constructed in 1974 and is presently operating as an apartment rental building. Except for some minor painting work the Project will be sold in "as is" condition without warranties from the Developer. The Project purchase is expected to close and is expected to be ready for occupancy by the purchasers on or about November 1, 1979.

NOTE. A statement by the Building Department of the City and County of Honolulu verifies that a variance from the CZC (73-ZBA-67) was granted for the front yard setback from roadways for this project.

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 June 19, 1979 and information subsequently filed as of August 29, 1979.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES CONDOMINIUM PUBLIC REPORT which is made a part of REGISTRATION NO. 1143, filed with the Commission on June 19, 1979.

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


AH KAU YOUNG, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:
DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING COMMISSION, CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

Registration No. 1143

September 28, 1979

EXHIBIT C

PARKING STALL ASSIGNMENTS

<u>Apartment Number</u>	<u>Parking Stall Number</u>	<u>Apartment Number</u>	<u>Parking Stall Number</u>	<u>Apartment Number</u>	<u>Parking Stall Number</u>
101	41*	405	66	707	13
102	42	406	67	708	14
103	43	407	68	709	92*
104	44	408	108	710	93*
105	45	409	15	711	94*
106	46	410	16	712	95*
109	4*	411	17	713	96*
110	85*	412	18	714	97*
111	86*	413	19	715	98*
112	87*	414	20	716	99*
113	88*	415	21		
114	89*	416	22		
115	90*	501	48		
116	91*	502	49		
201	109*	503	50		
202	110*	504	51		
203	1*	505	52		
204	2*	506	53		
205	3*	507	54		
206	5*	508	55		
207	84*	509	56		
208	6*	510	57		
209	100*	511	58		
210	101*	512	59		
211	102*	513	60		
212	103*	514	61		
213	104	515	62		
214	105	516	63		
215	106	601	69		
216	107	602	70		
301	23	603	71		
302	24	604	72		
303	25	605	73		
304	26	606	74		
305	27	607	75		
306	28	608	76		
307	29	609	77		
308	30	610	78		
309	31	611	79		
310	32	612	80		
311	33	613	81		
312	34	614	82		
313	35	615	83*		
314	36	616	47		
315	37	701	7*		
316	38	702	8*		
401	39	703	9		
402	40	704	10		
403	64	705	11		
404	65	706	12		

* denotes stall for compact car