

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

GREEN RIDGE VILLAS
Kaneohe, Koolaupoko, City and County of Honolulu
State of Hawaii

REGISTRATION NO. 1151

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: August 6, 1979
Expires: September 6, 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 12, 1979. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME LAW, HAWAII REVISED STATUTES, CHAPTER 514A, AS AMENDED.

1. GREEN RIDGE VILLAS is a proposed fee simple condominium project consisting of four (4) residential apartments, two of which will be located in each building (designated Buildings 1 and 2), with eight (8) parking stalls.
2. The Developer of the Project has submitted to the Commission for examination all documents deemed necessary for the registration of this condominium project and issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a copy of the approved Floor Plans) have not been filed in the office of the recording officer.

4. No advertising and 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 promulgated thereunder which relate to Horizontal Property Regimes.
6. This Preliminary Public Report is made a part of the registration of GREEN RIDGE VILLAS 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 obtaining a signed receipt for same.
7. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, August 6, 1979, unless a Supplementary Public Report or Final Public Report is published or the Commission, upon review of registration, issues an order extending the effective period of this report.

NAME OF PROJECT: GREEN RIDGE VILLAS

LOCATION: The approximate 22,500 square feet of land to be committed to the regime is situated at Kaneohe, District of Koolaupoko, City and County of Honolulu, State of Hawaii, and whose address is 45-536 Kamehameha Highway, Kaneohe, Hawaii.

TAX KEY: First Division, 4-5-77-55

ZONING: Residential 5

DEVELOPER: Mark Antony Royal Kallenberger, unmarried, and Robert Walter Holman, Jr., unmarried, whose business and post office address is 570 Auahi Street, Honolulu, Hawaii 96813 (Telephone No. 533-6041).

ATTORNEY REPRESENTING DEVELOPER: Jeffrey S. Grad, Attorney at Law, A Law Corporation (Attention: Jeffrey S. Grad or Charlene M. Norris), 841 Bishop Street, Suite 2001, Honolulu, Hawaii 96813 (Telephone No. 521-4757).

DESCRIPTION: The said Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a fee simple project consisting of four (4) apartments. Two (2) apartments are contained in each of two (2) one-story buildings, which buildings have no basements.

Apartment No. 1 is located on Lot No. 1

Apartment No. 2 is located on Lot No. 2

Apartment No. 3 is located on Lot No. 3

Apartment No. 4 is located on Lot No. 4

All apartments contain the number of rooms and the approximate floor area according to the Declaration and Condominium Map submitted by the Developer as follows:

Each of the four (4) apartments consist of seven (7) rooms, including a living room, a dining room, a master bedroom, a kitchen, a balcony, two (2) bathrooms and two (2) bedrooms. Each apartment contains a floor area of approximately 1,051 square feet, including the balcony of approximately 105 square feet.

Each apartment has immediate access to the grounds of the project.

The perimeter of the respective apartments shall be established by the center line of all perimeter walls which are also party walls (whether or not load-bearing); the exterior face of the perimeter walls which are not party walls (whether or not load-bearing); the exterior face of any glass windows, doors, panels or railings along the perimeter; and the exterior surfaces of the perimeter floors and ceilings. The gross floor area of each apartment is calculated based on the perimeter, as thus established.

Each apartment will include a refrigerator, range and oven, range hood and fan, and vinyl-asbestos tile throughout. Each of the apartments shall also include all walls, partitions, floors, ceilings and other improvements within said perimeter; all air space encompassed within said perimeter, the appurtenant lanai(s), if any, appurtenant terrace(s), if any, appurtenant deck(s), if any, appurtenant balcony or balconies, if any, appurtenant motor court(s), if any, appurtenant garden(s), if any, and all fixtures originally installed therein; provided further, that each wall or part of a wall within and along said perimeter, whether load-bearing or non-load-bearing, is included, and is not a common element (except for any perimeter wall which is also a party wall, which is a limited common element).

COMMON ELEMENTS: One freehold estate is designated in all of the remaining portions of the project, herein called "common elements", including specifically but not limited to:

1. The land in fee simple;
2. All grounds and landscaping not otherwise designated limited common elements;
3. All roads and driveways;
4. 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;
5. Any and all other apparatus and installments of common use and all other parts of the

property necessary or convenient to its exercise, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: 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:

1. The Lot upon which the respective apartment is built shall be appurtenant to and for the exclusive use of such apartment, being designated on said Condominium Map as follows:

Apartment No. 1 - Lot No. 1

Apartment No. 2 - Lot No. 2

Apartment No. 3 - Lot No. 3

Apartment No. 4 - Lot No. 4

Each lot shall contain a privacy yard area as shown on the Condominium Map.

2. There shall be two (2) parking stalls for each apartment, which stalls shall be appurtenant to and for the exclusive use of such apartment, being designated on said Condominium Map as follows:

Apartment No. 1 - Stalls 1A and 1B

Apartment No. 2 - Stalls 2A and 2B

Apartment No. 3 - Stalls 3A and 3B

Apartment No. 4 - Stalls 4A and 4B

3. Any interior or party wall separating adjacent apartments in the same building shall be deemed a limited common element and shall be appurtenant to and for the exclusive use of such adjacent apartments;

4. All other common elements of the project which are rationally related to less than all of said apartments or buildings shall be limited to the use of such apartments or buildings.

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration indicates that the purchasers securing an Apartment Deed will obtain an apartment together with an undivided twenty-five percent (25%) interest in the common elements of the project. This same percentage interest for each apartment shall be used in determining each purchaser's proportionate share of all common profits and expenses of the project and shall be used for all other purposes, including determining the proportionate representation for voting purposes in the Association of Apartment Owners of the project.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The Declaration provides that 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 purposes. The owners of the respective apartments shall have the absolute right to lease the same subject to the limitations, restrictions, covenants and conditions of the Declaration.

OWNERSHIP OF TITLE: The Preliminary Report issued by Title Guaranty of Hawaii, Incorporated, dated June 26, 1979, represents that the Developer is the Owner of the fee simple title to the property committed to the project, said property having been conveyed to the Developer by Deed dated February 1, 1979, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 13470, Page 792.

ENCUMBRANCES ON TITLE: The Preliminary Report, dated June 26, 1979, also provides that the following are encumbrances against title to the property:

Mortgagor: RAYMOND M. KIMURA and MAE S. KIMURA, husband and wife, KENNETH K. KOYANAGI and JOYCE K. KOYANAGI, husband and wife, RICHARD T. SAKAMOTO and CHARLOTTE H. SAKAMOTO, husband and wife, and YEIYU MIYASHIRO and MASAE MIYASHIRO, husband and wife

Mortgagee: LAWTON TURNER RIPSOM and MINNIE MINERVA RIPSOM, as Trustees under that certain Declaration of Trust dated October 25, 1972, Recorded in Liber 8690 at Page 398

Dated: August 1, 1973
Recorded: Liber 9366, Page 136
Amount: \$103,000.00

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated June 19, 1979, identifies Title Guaranty Escrow Services, Inc., a Hawaii corporation, as Escrow Agent. On examination, the specimen Reservation Agreement and Sales Contract and the executed Escrow Agreement are found to be in compliance with Hawaii Revised Statutes, Chapter 514A, and particularly Section 514A-35, Sections 514A-36 through Section 514A-40, and Sections 514A-63 through 514A-66, inclusive.

Among other provisions, the executed Escrow Agreement states that a purchaser under a Reservation Agreement and Sales Contract shall have the right to cancel his agreement to purchase and to obtain a refund of all moneys held by Escrow which were paid by such purchaser under such sales agreement if (a) Developer and the purchaser shall have requested Escrow to return to purchaser the funds of purchaser held hereunder by Escrow; or (b) Developer shall have notified Escrow of Developer's

exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or (c) with respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, there shall have been a change in the building plans 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); or (d) the Final Report differs in a material respect from the Preliminary Report, and the purchaser's written approval of such change shall not have been obtained; or (e) the Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report and the purchaser has not waived his right to a refund.

In any of the foregoing events, Escrow shall, upon the occurrence of the event described in (a) or (b) above or upon receipt of a written request for a refund from Purchaser upon the occurrence of an event described in (c), (d) or (e) above, pay said funds to said purchaser and thereupon said Sales Contract and any conveyance document theretofore delivered to Escrow shall be returned to Developer and shall be deemed no longer held hereunder; provided, however, that no refund shall be made to a purchaser at purchaser's request prior to receipt by Developer of written notice from Escrow of its intent to make such refund.

Among other provisions, the specimen Reservation Agreement and Sales Contract states that (a) If at any time prior to the commencement of construction, any event beyond Seller's control shall have occurred affecting, in Seller's judgment, the development of the project so that the total Project Costs, as estimated by Seller, shall exceed the total Project Costs set forth in the verified statement of Project Costs filed with the Real Estate Commission of the State of Hawaii and Seller determines therefore that the financial feasibility of the Project requires an increase in the apartment sales prices, then, provided that commencement of construction of the Project shall not have occurred, Seller may at its option terminate the Sales Contract, in which event all sums paid by Purchaser shall be refunded, without interest, to Purchaser, and both parties shall be released from all obligations and liability thereunder, provided further, however, that Seller shall offer to Purchaser the first right to exercise a new sales contract at the increased apartment unit price; and (b) If construction is not commenced by December 1, 1979, then or at any time thereafter until construction does commence, Seller at its option may cancel the Sales Contract upon written notice to the Purchaser.

NOTE: Prospective Purchasers should be aware that the Seller's Mortgage Loans (Construction, Renewals and extensions) for 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 Loans.

MANAGEMENT AND OPERATIONS: The Developer has advised it is negotiating with a Hawaii corporation, Robert Holman Associates, Inc., with respect to the property management contract.

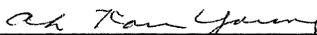
The Developer and its agents are not offering to provide services relating to the sale or rental of apartments purchased in the project, and no representation or reference to that effect has been or will be made by or on behalf of the Developer.

STATUS OF PROJECT: The Notice of Intention reflects that permanent financing for the construction of the project has not yet been arranged, and construction of the project has not commenced as of the date of this Public Report. Developer estimates that construction of said buildings and apartments will start on or about September 1, 1979.

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 on July 12, 1979.

This PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1151 filed with the Commission on July 12, 1979.

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



AH KAU YOUNG, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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BUREAU OF CONVEYANCES
DEPARTMENT OF LAND UTILIZATION,
CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 1151

AUGUST 6, 1979