

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

KAMAAINA HALE
3095 Ala Ilima Street
Honolulu, Hawaii

REGISTRATION NO. 1217

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: February 21, 1980
Expires: March 21, 1981

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 and prospective purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED DECEMBER 21, 1979, AND INFORMATION SUBSEQUENTLY FILED AS OF FEBRUARY 1, 1980. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. KAMAAINA HALE is a proposed fee simple condominium project consisting of one (1) existing four (4) story residential building containing twenty-four (24) condominium apartments, and thirty-three (33) open assigned parking stalls as limited common elements. There will be one (1) or more parking stalls assigned to each apartment. A parking plan shown on the proposed Condominium Map for

the project designates the assignment of each parking stall by apartment number. In addition there will be an office and laundry area as common elements.

2. The Developer of the project has submitted to the Commission for examination all documents and exhibits deemed necessary for the registration of the project and issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached) have not yet been recorded in the office of the recording officer.
4. Advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public dissemination.
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 Regime.
6. This Preliminary Public Report is made a part of the registration on KAMAAINA HALE 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 the receipt therefor from each purchaser or prospective purchaser.
7. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, February 21, 1980, unless a Supplementary or Final Public Report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: KAMAAINA HALE

LOCATION: The project is located at 3095 Ala Ilima Street, Honolulu, Hawaii, and contains 25,957 square feet or thereabouts.

TAX KEY: 1st Division, 1-1-16: 38 & 39

ZONING: A-3, Apartment District

DEVELOPER: The Notice of Intention reveals the Developer to be GEORGE (n.m.n.) AKAMINE and LILY YURIKO AKAMINE of 4525 Sierra Drive, Honolulu, Hawaii; Phone: 732-1454.

ATTORNEY REPRESENTING DEVELOPER: ERNEST A. ITO, Suite 961, 1314 South King Street, Honolulu, Hawaii 96814; Tel. No. 521-4751.

DESCRIPTION OF PROJECT: The proposed Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a fee simple condominium project consisting of one (1) four-story building without basement and constructed principally of concrete and concrete blocks. There will be twenty-four (24) freehold estates designated in the spaces within the perimeter walls of each of the twenty-four (24) apartment units contained in the building, which spaces, together with appurtenant lanais, if any, are designated on said proposed plans and described as follows:

(a) Apartments 101, 102, 103, 104, 105 and 106 are located on the first floor; Apartments 201, 202, 203, 204, 205 and 206 are located on the second floor; Apartments 301, 302, 303, 304, 305 and 306 are located on the third floor; and Apartments 401, 402, 403, 404, 405 and 406 are located on the fourth floor.

(b) The description of the floor plan of each of the apartments of the project, designating the layout, number of rooms and approximate area thereof is as follows:

Each apartment has two (2) bedrooms, a living room, kitchen and one (1) bathroom and each contains an area of approximately 720 square feet. With the exception of the first floor apartments, all other apartments have a lanai area of approximately 60 square feet. The first floor apartments have a yard area as follows: (1) Apartment 101 has a yard area of approximately 480 square feet; (2) Apartments 102, 103 and 105 have a yard area of approximately 310 square feet, respectively; (3) Apartment 104 has a yard area of approximately 260 square feet; and (4) Apartment 106 has a yard area of approximately 295 square feet.

The layout of Apartments 101, 103, 105, 201, 203, 205, 301, 303, 305, 401, 403 and 405 is the reverse of that of Apartments 102, 104, 106, 202, 204, 206, 302, 304, 306, 402, 404 and 406.

(c) 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 lanai air space (if any), the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein.

COMMON ELEMENTS: The proposed Declaration states that the owners of apartments will have an undivided interest in the common elements, including specifically but not limited to:

(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 exists of said buildings;

- (c) Office and laundry area;
- (d) All yards, grounds and landscaping;
- (e) All parking areas including the loading area;
- (f) 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; and
- (g) 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 "limited common elements", are reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

- (a) Parking stall(s) designated on said plans by the number of the apartment shall be appurtenant to and for the exclusive use of such apartment.
- (b) Yard area for each (ground floor) first floor apartment designated on said plans shall be appurtenant to and for the exclusive use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided 4.166% interest in all common elements of the project (herein 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.

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

- (a) 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 building for support.
- (b) If any part of the common elements encroaches upon any apartment or limited common elements 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 the building 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 such construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

(c) 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: The purposes for which said building and other improvements and each of the apartments are intended and shall be restricted as to use are as follows:

(a) The common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, which amendment shall contain the consent thereto by the holders of any first mortgage on such apartments or of any apartment lease demising the same, as shown in the Association's record of ownership, or who have given the Board notice of their interest through the Secretary of the Association or the Managing Agent, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof or the apartments except as provided by said Horizontal Property Act; and, without limiting the provisions of Section 514A-21(a) of the Hawaii Revised Statutes, any such partition or division shall be subject to the prior written consent thereto by the holders of any first mortgage, filed of record, of any apartment or of any apartment lease demising the same.

(b) The apartments shall be occupied and used only for purposes permitted from time to time by applicable zoning ordinances, rules and regulations, and for no other purpose. The owners of the respective apartments shall have the absolute right to lease such apartments subject to the Declaration and the By-Laws of the Project.

MANAGEMENT AND OPERATIONS: The proposed Declaration discloses that the administration of the project shall be vested in the Association of Apartment Owners. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-Laws except that the initial Managing Agent shall be appointed by the Developer. By virtue of an agreement dated November 21, 1979, GO PROPERTIES, INC., 745 Fort Street, Suite 1001, Honolulu, Hawaii, has been named as the initial Managing Agent and is designated as the agent to receive service of process until such time as the Board of Directors of the Association is elected.

OWNERSHIP OF TITLE: Title to the land is vested in ROBERT HIROSHI AOYAGI and DORA HARUKO AOYAGI, husband and wife, as to an undivided 1/2 interest and CHARLES MASARU IWAMOTO and VIOLET YONEKO IWAMOTO, husband and wife, as to an undivided 1/2 interest. The Developer, GEORGE AKAMINE and LILY YURIKO AKAMINE, husband and wife, are the "Purchaser" under an Agreement of Sale dated August 30, 1979. It is the Developer's intent to satisfy said Agreement of Sale as soon as possible following the issuance of this Preliminary Public Report and prior to the issuance of the Final Public Report. The present ownership of title is confirmed by the Preliminary Title Report dated October 30, 1979 and a subsequent Endorsement updated as of January 28, 1980 issued by Long and Melone, Ltd.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report reports that title to the land is subject to the following:

1. The real property taxes that may be due and owing, reference is hereby made to the Office of the Tax Assessor, First Division.
2. EXCEPTION AND RESERVATION of all artesian and other underground water and rights, thereto, unto the Trustees under the Will and of the Estate of Samuel M. Damon, deceased; as reserved in Deed dated October 7, 1965, filed as Land Court Document No. 372554. Said Trustees release all right to enter upon surface of lands to exercise said exception and reservation, including any rights of ingress and egress upon said land, by Release dated October 12, 1965, filed as Land Court Document No. 372562.
3. Restrictive covenants as contained in Declaration made by Clarence Thing Chock Ching, husband of Dorothy Tom Ching, Thomas Awai, widower, and Fong Ting Mau, husband of Rose Yet Kui Mau, General Partners of International Development Company, dated October 16, 1967 and filed as Document No. 429467, as amended by instruments dated November 28, 1967 and November 30, 1967 and filed as Document Nos. 432374 and 432899, respectively.
4. EASEMENT 647 as shown on Map 371 filed with Land Court Application No. 1074 for transformer vault located on the Northwest corner of Lot 2903.
5. GRANT OF EASEMENT in favor of Hawaiian Electric Company, Inc. dated February 27, 1967, for utility purpose located under, upon and within Easement 647 filed as Land Court Document No. 411485.
6. That certain Mortgage dated February 28, 1977 in favor of AMFAC FINANCIAL CORP. as Mortgagee and ROBERT HIROSHI AOYAGI and DORA HARUKO AOYAGI, husband and wife, and CHARLES MASARU IWAMOTO and VIOLET YONEKO IWAMOTO, husband and wife, as Mortgagor, and filed as Land Court Document No. 807850.
7. Assignment of Mortgage dated February 28, 1977 made by and between LINCOLN MUTUAL SAVINGS BANK as Assignee and AMFAC FINANCIAL CORP. as Assignor and filed as Land Court Document No. 807851.

8. That certain Mortgage in favor of AMFAC FINANCIAL CORP. as Mortgagee and ROBERT HIROSHI AOYAGI and DORA HARUKO AOYAGI, husband and wife, and CHARLES MASARU IWAMOTO and VIOLET YONEKO IWAMOTO, husband and wife, as Mortgagor and filed in the Office of the Assistant Registrar of the Land Court as Land Court Document No. 808029.
9. ASSIGNMENT OF LESSOR'S INTEREST UNDER LEASE AS SECURITY-SECURITY AGREEMENT made by and between AMFAC FINANCIAL CORP. as Assignee and ROBERT HIROSHI AOYAGI and DORA HARUKO AOYAGI, husband and wife, and CHARLES MASARU IWAMOTO and VIOLET YONEKO IWAMOTO, husband and wife, as Assignor and filed in said Office as Land Court Document No. 808030. Assignor assigns interest under those various leases made and entered into by and between the Assignor herein, as Lessor, and various Lessees, covering apartment units and other spaces in that certain building situate upon the within premises, as security for the repayment of promissory note dated February 28, 1977.
10. FINANCING STATEMENT made by and between ROBERT HIROSHI AOYAGI, DORA HARUKO AOYAGI, CHARLES MASARU IWAMOTO and VIOLET YONEKO IWAMOTO, as Debtor(s) and AMFAC FINANCIAL CORP. as Secured Party, and LINCOLN MUTUAL SAVINGS BANK as Assignee of Secured Party, recorded on March 9, 1977, in the Bureau of Conveyances in Liber 12059, Page 78.
11. FINANCING STATEMENT made by and between ROBERT HIROSHI AOYAGI, DORA HARUKO AOYAGI, CHARLES MASARU IWAMOTO and VIOLET YONEKO IWAMOTO, as Debtor and AMFAC FINANCIAL CORP. as Secured Party, recorded in March 10, 1977, in the Bureau of Conveyances in Liber 12061, Page 523.
12. AGREEMENT OF SALE, made by and between ROBERT HIROSHI AOYAGI and DORA HARUKO AOYAGI, husband and wife, and CHARLES MASARU IWAMOTO and VIOLET YONEKO IWAMOTO, as Vendor(s) and GEORGE (NMN) AKAMINE and LILY YURIKO AKAMINE, husband and wife, as Tenants by the Entirety, as Vendee(s), dated August 30, 1979 and filed as Land Court Document No. 966752. Consent thereto given by Lincoln Mutual Savings Bank, a Washington corporation, by instrument dated September 17, 1979, filed as Land Court Document No. 966953.
13. MORTGAGE AND SECURITY AGREEMENT made by and between GEORGE (NMN) AKAMINE and LILY YURIKO AKAMINE, husband and wife, as Mortgagor and HAWAII THRIFT & LOAN, INCORPORATED, as Mortgagee dated August 31, 1979 and filed as Land Court Document No. 966754. Consent thereto given by ROBERT HIROSHI AOYAGI, DORA HARUKO AOYAGI, CHARLES MASARU IWAMOTO and VIOLET YONEKO IWAMOTO, by instrument dated August 31, 1979, filed as Land Court Document No. 966755.

14. ASSIGNMENT OF RENTALS dated August 31, 1979, filed as Land Court Document No. 966756, George Akamine and Lily Yuriko Akamine, husband and wife to Hawaii Thrift & Loan, Incorporated. Assigns all right, title and interest in and to any lease(s), rental agreements, or other similar contract or agreement for use, of the property or portions thereof described herein.
15. FINANCING STATEMENT made by and between GEORGE AKAMINE and LILY YURIKO AKAMINE as Debtor(s) and HAWAII THRIFT & LOAN, INCORPORATED as Secured Party and recorded on September 25, 1979 in the Bureau of Conveyances in Liber 14015, Page 476.

Note: The Agreement of Sale together with all existing mortgages will be satisfied and released prior to the issuance of apartment deeds as required by law and the Developer's permanent lender.

PURCHASE MONEY HANDLING. A copy of the Specimen Sales Contract and the executed Escrow Agreement dated December 5, 1979 have been submitted as part of the registration. The Escrow Agreement identifies Long and Melone Escrow, Ltd. as the Escrow. Upon examination, the Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is incumbent upon the purchaser and prospective purchaser that he reads with care the Sale Contract and the executed Escrow Agreement. The Escrow Agreement establishes how proceeds from the sale of apartments and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds.

Among other provisions, the executed Escrow Agreement states that a purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest if purchaser shall in writing request refund of his funds and any one of the following shall 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 county officer having jurisdiction over the issuance of permits for construction, unless the Purchaser has given written approval or acceptance of the change, or ninety (90) days have elapsed since the Purchaser has accepted in writing the apartment or he has first occupied the apartment; 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 or acceptance of the difference; or

(d) If the Final Public Report is not issued within one (1) year from the date of issuance of the Preliminary Public Report; provided that if the Final Public Report is issued after

the one year period and a copy of the Final Public Report is delivered to the Purchaser either personally or by registered or certified mail with return receipt requested, notwithstanding any law to the contrary, the Purchaser shall have thirty (30) days from the date of delivery to exercise his right of refund and cancellation of obligation, after which period such right shall be deemed waived; provided, further, that such waiver shall be effective only if at the time the Purchaser receives a copy of the Final Public Report, he is notified in writing of his right of refund and cancellation of obligation and the waiver of such right upon his failure to act within the thirty (30) day period.

Upon refund of said funds to Purchaser as aforesaid, Escrow shall return to Developer such Purchaser's Sales Contract and any documents theretofore delivered to Escrow, and thereupon Escrow shall have no further obligations thereunder to Developer and Purchaser.

The Sales Contract provide, among others: (1) Purchaser agree that all rights of purchaser are and shall be subject and subordinate to the lien of any mortgage securing the repayment of the interim loans made to finance the acquisition of the project and other costs of construction; (2) Purchaser agrees to accept possession of the apartment despite the existence of defects or damages to the apartment, including appliances, which do not render the apartment uninhabitable, so long as seller guarantees correction or repair of such defects within a reasonable time thereafter.

STATUS OF PROJECT: The project was completed in February 1, 1971. The Developer has advised the Commission that since the completion of the building, the units have been rented for residential purposes; however, all leases for the residential apartments have been or will be terminated.

To the best of Seller's information and belief, the building presently built on the subject premises, is in compliance with all ordinances, codes, rules, regulations or other requirements in force at the time of its construction thereof, and no variance was granted from any ordinance, code, rule, regulation or other requirement in force at the time of the construction thereof or from any current ordinance, code, rule, regulation or other requirement.

Construction of a new addition to the building for an office and laundry area is expected to commence shortly.

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 December 21, 1979 and information subsequently filed as of February 1, 1980.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1217.

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 in color.



(for)
AH KAW YOUNG, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

Registration No. 1217

Dated: February 21, 1980