

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
"804 GREEN"
804 Green Street
Honolulu, Hawaii

Registration No. 1270 (CONVERSION)

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: June 9, 1980

Expires: July 9, 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 or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED
IN THE REQUIRED NOTICE OF INTENTION SUBMITTED
MARCH 14, 1980 AND ADDITIONAL INFORMATION

SUBSEQUENTLY FILED AS OF APRIL 8, 1980. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. "804 GREEN" is a condominium project consisting of one (1) building, four (4) stories high with a partial basement, containing twelve (12) condominium apartments and fifteen (15) parking spaces as shown on the Condominium Map. The Developer advises that the Building was completed during 1972, and the Apartments have since been used as residential rental units.
2. The Developer of the Project has submitted to the Commission for examination all documents and materials deemed necessary for the registration of a condominium project and issuance of this Final Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, Bylaws of the Association of Apartment Owners, and a copy of the Condominium Map) have been recorded.

The Declaration of Horizontal Property Regime dated March 10, 1980, together with the Bylaws of the Association of Apartment Owners, was recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14573, page 44. Condominium Map No. 696 has been assigned to the project.
4. No preliminary advertising and promotional materials have been submitted to the Commission pursuant to 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 rules and regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Final Public Report is made a part of the registration of 804 GREEN condominium Project. The Developer is responsible for placing this Final Public Report (white paper stock) and the Disclosure Abstract in the hands of all purchasers and prospective purchasers, and for securing a signed copy of the receipt(s) therefor.
7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, June 9, 1980 unless a Supplementary 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: "804 GREEN".

LOCATION: The land submitted to the Horizontal Property Regime is approximately 7,513 square feet and is situated at 804 Green Street, Honolulu, Hawaii.

TAX MAP KEY: First Division: 2-1-39-49

ZONING: A-3

DEVELOPER: WA JOONG LUM whose residence and post office address is 804 Green Street, Honolulu, Hawaii 96813 (Telephone No. 531-2818).

ATTORNEY REPRESENTING DEVELOPER: Damon, Key, Char & Bocken, (Attention Denis C. H. Leong), 10th Floor, City Bank Building, 810 Richards Street, Honolulu, Hawaii, 96813 (Telephone No. 531-8031).

DESCRIPTION OF THE PROJECT: The Declaration of Horizontal Property Regime and the Condominium Map describe the Project as follows:

1. General Description of the Building. The building is a 4-story building with a partial basement, constructed principally of concrete, concrete block, cement, plaster, gypsum board, metal and glass. The building contains 12 Apartments and 15 parking spaces (12 regular and 3 compact spaces).

The Partial Basement contains 6 regular parking spaces numbered 10, 11, 12, 13, 14 and 15. The First Floor contains 9 parking spaces, the regular spaces being numbered 2, 3, 4, 7, 8, 9, and the compact spaces being numbered 1C, 5C and 6C, as shown on the Condominium Map. The Second, Third and Fourth Floors each contain 4 two-bedroom Apartments. The Apartments are numbered according to their floor location and then their position on each floor. The "01" Apartment is located in the makai-Diamond Head corner of the building, the "02" Apartment is located in the mauka-Diamond Head corner of the building, the "03" Apartment is located in the makai-Ewa corner of the building, and the "04" Apartment is located in the mauka-Ewa corner of the building. For example, Apartment No. 201 is located in the makai-Diamond Head corner of the Second Floor of the building.

2. Apartments.

Each Apartment shall constitute an Apartment as defined and used in Chapter 514A, Hawaii Revised Statutes, as amended, and shall be a separate freehold estate. The Apartments are more particularly described hereinbelow and on said Condominium Map. There are 4 basic types of Apartments designated as Type A, AA, B and C. The location of each Apartment, approximate gross area, and the number of rooms contained in each type of Apartment, are as follows:

A. Type A Apartments -- Two-bedroom Apartments.

Type A Apartments are located in the makai-Ewa corner of the building on the Second, Third and Fourth Floors, are numbered 201, 301 and 401, respectively, and contain 4 rooms, consisting of 2 bedrooms, a bathroom, a laundry/kitchen/living room, and a lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls, the exterior faces of the lanai walls and the outer edge of the lanai floor, the center line of the party wall, and the corridor face of the corridor wall, each Type A Apartment has a gross area of approximately 817 square feet consisting of the total of the following approximate areas: 743 square feet enclosed and 74 square feet of lanai.

B. Type AA Apartments -- Two-bedroom Apartments.

Type AA Apartments are located in the makai-Diamond Head corner of the building on the Second, Third and Fourth Floors, are numbered 203, 303 and 403, respectively, and are mirror images of Type A Apartments.

C. Type B Apartments -- Two-bedroom Apartments.

Type B Apartments are located in the mauka-Diamond Head corner of the building on the Second, Third and Fourth Floors, are numbered 202, 302 and 402, respectively, and contain 4 rooms consisting of 2 bedrooms, a bathroom, a kitchen/dining/living room and a lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls, the exterior faces of the lanai walls and the outer edge of the lanai floor, the center line of the party wall, and the corridor face of the corridor wall, each Type B Apartment has a gross area of approximately 718 square feet consisting of the total of the following approximate areas: 658 square feet enclosed and 60 square feet of lanai.

D. Type C Apartments -- Two-bedroom Apartments.

The Type C Apartments are located in the mauka-Ewa corner of the building on the Second, Third and Fourth Floors, numbered 204, 304 and 404, respectively, and contain 4 rooms consisting of 2 bedrooms, a bathroom, a laundry/kitchen/living room and a lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls, the exterior faces of the lanai walls and the outer edge of the lanai floor, the center line of the party wall and the corridor face of the corridor wall, each Type C Apartment has a gross area of approximately 804 square feet, consisting of the total of the following approximate areas: 736 square feet enclosed and 68 square feet of lanai.

Each Apartment shall be deemed to include all walls and partitions which are not load bearing within its perimeter walls, the inner decorated and finished surfaces of all walls, floors, ceilings, windows and window frames, door and door frames, and all fixtures originally installed therein for its exclusive use, and the adjoining lanai, as shown on the Condominium Map. The respective Apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each such 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 or the common elements, the same being deemed common elements as hereinafter provided.

Each Apartment has access to a corridor leading to two stairways and then to the First Floor and then to the public street.

The Apartment numbers, the type of Apartments, number of bedrooms, approximate total gross area, parking space(s) made appurtenant to the Apartment, and the common interests appurtenant to each Apartment are also set forth hereinbelow:

<u>APT. NO.</u>	<u>TYPE</u>	<u>NUMBER BEDROOMS</u>	<u>GROSS APT. AREA(S)</u>	<u>PARKING</u>	<u>COMMON INTEREST</u>
201	A	2	817 sq. ft.	13	8.333%
202	B	2	718 sq. ft.	1C, 5C, 12 & 15	8.333%
203	AA	2	817 sq. ft.	10	8.333%
204	C	2	804 sq. ft.	6C	8.333%
301	A	2	817 sq. ft.	14	8.333%
302	B	2	718 sq. ft.	2	8.333%
303	AA	2	817 sq. ft.	11	8.333%
304	C	2	804 sq. ft.	3	8.333%
401	A	2	817 sq. ft.	4	8.335%
402	B	2	718 sq. ft.	9	8.333%
403	AA	2	817 sq. ft.	8	8.335%
404	C	2	804 sq. ft.	7	8.333%
					<u>100.000%</u>

COMMON ELEMENTS: The Declaration provides that one estate shall be designated in all portions of the Project, other than the Apartments, and all other common elements mentioned in the Act, which are actually included in the Project, herein called "common elements," including specifically but not limited to:

- a. Said land;
- b. All foundations, floor slabs (if any), columns, girders, beams, supports, unfinished perimeter and loadbearing walls, chases, entries, stairways and roof;
- c. All yards, grounds, landscaping, walls, and recreational facilities (if any);
- d. All parking areas, and spaces, driveways and walkways;
- e. The elevator(s) (if any) and all ducts, electrical equipment, central water heating system (if any), wiring, pipes and any other central and appurtenant transmission facilities and installations on, over, under and across the Project which serve more than one Apartment for services such as power, light, water, gas, refuse

disposal, heating, cooling, sewer, telephone, radio and television signal distribution;

f. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements hereinafter called "limited common elements" are designated and set aside and 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 Declaration provides that the limited common elements so set aside and reserved are as follows:

a. The parking spaces which are numbered and shown on the Condominium Map are each designated as limited common elements. Each Apartment shall have appurtenant to it for its exclusive use parking space (if any) designated as appurtenant to such Apartment, as shown hereinabove. Parking space(s) may be transferred from Apartment to Apartment in the Project as hereinafter more particularly set forth or as otherwise permitted by law.

b. The common wall between Apartments numbered 202 and 204 shall be a limited common element appurtenant to both of these Apartments to the extent described below. The portion of the common wall on Apartment No. 202's side of the center line shall be a limited common element appurtenant to that Apartment for the use described below, and the portion of the common wall on Apartment No. 204's side of the center line shall be a limited common element appurtenant to that Apartment for the use described below. At any time and from time to time that there shall be a common owner of both Apartment Nos. 202 and 204, said owner may make an opening in said common wall not exceeding 4 feet in width and 7-1/2 feet in height and provided that such alterations shall conform with all applicable governmental requirements and shall not impair the structural integrity of the building. In the event Apartment Nos. 202 and 204 shall no longer be owned by the same person, the last common owner of both Apartments shall be responsible for immediate restoration of the common wall to a condition at least reasonably equivalent to its original condition, and such restoration must conform with all applicable governmental requirements. Notwithstanding any other provision contained herein to the contrary, except for compliance with applicable governmental requirements, and, except for the requirement that the opening shall not impair the structural integrity of the building, no consents shall be necessary to make or close the opening.

c. All other common elements of the Project which are rationally related to less than all of the Apartments shall be limited to the use of such Apartment(s).

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration reflects that the undivided percentage interest, common

elements, and easements appurtenant to each Apartment shall have a permanent character and shall not be altered except as specifically provided in said Declaration, and 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; except that parking spaces may be transferred as specifically provided in the Declaration or otherwise by law. The common elements shall remain undivided and no right shall exist to partition or divide any part thereof except as provided by the Horizontal Property Act.

The proportionate shares of the separate owners of the respective Apartments in the profits and common expenses of the project and for all purposes, including voting, shall be the undivided percentage interest shown hereinabove.

PURPOSES AND RESTRICTIONS: The Declaration reflects 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 purpose. The Apartments shall not be rented for transient or hotel purposes, which are defined as: (1) rental for any period less than thirty (30) days; or (2) any rental in which the occupants of the Apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry, and linen or bellboy service. Except for such transient or hotel purposes, the owners of the respective Apartments shall have the right to lease such Apartments for residential purposes subject to all provisions of this Declaration, the Bylaws, and as further provided hereinbelow. The maximum number of individuals permitted to reside in or occupy a two (2) bedroom Apartment shall be 4 individuals.

Notwithstanding the foregoing, Developer may engage in real estate sales activities in such Apartments and on the premises of the Project for the purpose of selling such Apartments. Such activities may continue only until all such Apartments have been initially sold by the Developer. The Apartment uses are further governed by and subject to the provisions of the Declaration and Bylaws.

OWNERSHIP OF TITLE: The Preliminary Report issued by Long & Melone, Ltd., dated March 14, 1980, states that the title to the land committed to the regime is vested in Wa Joong Lum, Ethel L. Lum, and Gary G. K. Lum.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report also indicates the following encumbrances on the property as of March 14, 1980:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. Mortgage in favor of Amfac Financial Corp., a Hawaii corporation, dated January 12, 1972, and recorded in said Bureau in Liber 8059, Page 399, which Mortgage was assigned to Walla Walla Federal Savings and Loan Association (now known as Pioneer Federal Savings & Loan

Association) by instrument dated August 16, 1972, and recorded in said Bureau in Liber 8520, Page 199.

3. Financing Statement in favor of Amfac Financial Corp., recorded in said Bureau in Liber 8059, Page 408, the rights under which were assigned to Walla Walla Federal Savings and Loan Association by a Financing Statement Change recorded in said Bureau in Liber 8520, Page 200.

4. Easement (5' wide) along SE boundary for sewer purposes. Recorded in said Bureau in Liber 13510, Page 68.

5. Sewer License in favor of Que Youn Park, wife of Thomas Park, Albert S. G. Lee, and William S. D. Lee dated January 23, 1979, recorded in the Bureau of Conveyances in Book 13510, Page 68. Granting a license for the purpose of constructing, maintaining and connecting sewer pipes beneath the surface of the ground, across and through the foregoing easement.

6. Real property taxes as may be due and owing. For any taxes that are due and owing, reference is made to the Office of the Tax Assessor, First Division.

7. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, power of attorney, limitations on title, and all other provisions contained in the Declaration of Horizontal Property Regime dated March 10, 1980, and Bylaws attached, recorded in said Bureau in Liber 14573, Page 44; Condominium Map No. 696.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement, dated March 13, 1980, identifies Long & Melone Escrow, Ltd., a Hawaii corporation, as escrow agent. On examination, the Escrow Agreement and the specimen Sales Contract also submitted to the Commission as a part of this Registration are to be found in compliance with Chapter 514A, Hawaii Revised Statutes, particularly with Sections 514A-39 and 514A-63 through 66, inclusive.

Among other provisions, the executed Escrow Agreement states that a purchaser under the Sales Contract shall be entitled to a return of his funds and Escrow shall pay such funds to said purchaser without interest, promptly after purchaser has requested such return, if Escrow shall have received from Developer a written notice that any one of the following has occurred:

a. Developer shall have requested Escrow to return to purchaser the funds of purchaser then being held by Escrow; or

b. Developer shall have notified Escrow 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. With respect to a Purchaser whose funds were obtained prior to the issuance of the Final Report, there shall have been a substantive change in the building plans of a type which gives Purchaser a right to cancel his Sales Contract pursuant to Chapter 514A of the Hawaii Revised Statutes (unless Purchaser's written approval or acceptance of the specific change is obtained, or ninety (90) days have elapsed since the Buyer has accepted in writing the Apartment or he has first occupied the Apartment); 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 and Purchaser shall request the refund; or

e. The Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report and Purchaser's rights are not waived under Section 514A-66, Hawaii Revised Statutes.

In any of the foregoing events Escrow shall, upon receipt of the written request for a refund from purchaser, pay said funds to the purchaser (less cancellation fee to escrow of \$25.00 per Apartment and escrow and cancellation costs, as defined in the Sales Contract) and thereupon said Sales Contract and any conveyance document theretofore delivered to Escrow shall be returned to Developer; 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.

The specimen Sales Contract provides in part that: (1) Seller expressly reserves the right to sell or lease unsold Apartments free from any restrictions on such sale or lease which may apply to Buyer under the Declaration and Bylaws; (2) the Buyer acknowledges in the Sales Contract that minor construction activity may continue on the site after Buyer has occupied his Apartment, which may result in noise, dust or other annoyances and that the Developer's sales activities, including the use of model units and signs for sales displays and related activities, may continue until the last Apartment in the Project is sold; and (3) the Sales Contract also provides that if the Apartment is rented, Buyer shall assume the lease or tenancy agreement.

Buyer should also note that the Sales Contract places restrictions on the apartment owners, precluding them from entering into any rental pool or other rental-sharing arrangements with other such Apartment owners until after the expiration of fifteen (15) years from the date of recordation of Buyer's conveyancing documents.

It is incumbent upon the purchaser and the prospective purchaser that he read with care the Sales Contract and Escrow Agreement. The Escrow Agreement establishes how the proceeds on the sale of the Apartment and all sums from any source are placed in Escrow, as well as the retention, disbursement, and refund of said escrow funds.

MANAGEMENT AND OPERATIONS: The Declaration and Bylaws which are incorporated within the Declaration provide that the administration of the Project shall be vested in the Association of Apartment Owners under the direction of the Board of Directors by a responsible corporate managing agent who shall be appointed by the Association in accordance with the Bylaws; provided, however, Developer has reserved the right to designate the managing agent for the initial two-year period subject to certain conditions provided in the Declaration and Bylaws. Developer advises that the managing agent has not yet been selected.

STATUS OF PROJECT: The Developer advises that the Building is pre-existing was completed in August 1972. All Apartments will be sold "as is" without any warranties whatsoever and without any warranties of merchantability or fitness for a particular purpose with respect to purchaser's Apartment, appliances or anything installed therein, the common elements of the Project or any portions of the Project.

The Project involves the conversion of an apartment Building. The Developer has represented that to the best of his information and belief, the building built on the subject premises is in compliance with all ordinances, codes, rules and regulations or other requirements in force at that time of its construction thereof, and that no variance was granted from any ordinance, code, rule, regulation or other requirement in force at the time of construction thereof or from any current ordinance, code, rule, regulation or other requirement. Also, there are no current outstanding notices to the owners of the improvements of uncured violations or building codes or of other municipal regulations. The Developer has submitted a letter to the Commission from the City's Building Department Director in support of the foregoing statements.

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 March 14, 1980, and additional information subsequently filed as late as April 8, 1980.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1270 filed with the Commission on March 14, 1980.

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



G. A. MORRIS, MEMBER
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. 1270

Dated: June 9, 1980