

**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**

**PEARL INDUSTRIAL CONDOMINIUM**  
96-1382 Waihona Street  
Pearl City, Hawaii

REGISTRATION NO. 1371

**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: December 15, 1980  
Expires: January 15, 1982

**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 21, 1980, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF DECEMBER 9, 1980. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. **PEARL INDUSTRIAL CONDOMINIUM** is a proposed fee simple condominium project consisting of six (6) warehouse condominiums contained in two one-story buildings to be constructed in two phases.
2. The Seller (sometimes herein referred to as "Developer") of the project has submitted to the Commission for examination all documents deemed necessary for the registration of the condominium project and the issuance of the Final Public Report. The Seller reports that the basic documents (Declaration of Horizontal Property Regime with the By-Laws of the Association of Warehouse Condominium Owners, as amended, and a copy of the approved Floor Plans) have been recorded in the Bureau of Conveyances of the State of Hawaii. The Declaration of Horizontal Property Regime, executed with By-Laws attached, was recorded as aforesaid in Liber 15146 at Page 263, and amended by document dated December 5, 1980, recorded as aforesaid in Liber 15197 at Page 467. The approved Floor Plans showing the layout, location, warehouse condominium numbers, etc. have been designated Condominium Map No. 771 in said Bureau of Conveyances.
4. Advertising and promotional matter have been submitted pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, December 15, 1980, 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 (white paper stock) is made a part of the registration of **PEARL INDUSTRIAL CONDOMINIUM** Project. The Developer is required to provide all purchasers and prospective purchasers a copy of this report and the Disclosure Abstract and secure a signed receipt therefor.

**NAME OF PROJECT: PEARL INDUSTRIAL CONDOMINIUM.**

**LOCATION:** The 75,482 square feet of property to be committed to the regime is situated at 96-1382 Waihona Street, Waiawa, District of Ewa, City and County of Honolulu, State of Hawaii.

**TAX MAP KEY:** 9-6-08-009 (Lot 22).

**ZONING:** I-1.

**DEVELOPER:** JAMES K. KOBATAKE and GILBERT D. KOBATAKE, both of 669 Ahua Street, Honolulu, Hawaii 96819; telephone 839-2755.

**ATTORNEYS REPRESENTING SELLER:** LINDAHL & LINDAHL, 190 South King Street, Suite 1710, Honolulu, Hawaii 96813 (Attention: Carrie L. Lindahl); telephone 531-1602.

**DESCRIPTION:** The Declaration reflects that the Project is to consist of two single-story buildings containing a total of six (6) warehouse condominiums, and forty-two (42) parking stalls, all constructed in accordance with plans and specifications prepared by DOUGLAS K. SONODA, Registered Professional Architect, and ALAN Y. TOMITA, Registered Professional Engineer. (For the purposes of this Final Public Report and any other documents relating to the Project, the terms "warehouse condominium" and "apartment"

as defined in Section 514A-3(1), Hawaii Revised Statutes, as amended, are interchangeable.) The two buildings will be constructed in two (2) phases. Phase I will consist of Building A with four (4) units, and Phase II will consist of Building B with two (2) units. Seller reserves the right to close on sales of warehouse condominiums in Building A prior to completion of construction of Building B located in Phase II; provided, however, that Seller has obtained a Certificate of Occupancy for Building A at the time of closing. In order to meet possible unforeseen or varying demands for the number and type of warehouse condominiums, or to meet particular requirements of prospective purchasers, lending institutions, or for any other reason, the Seller reserves the right to change the size, number, layout, location, and percentage interest in the common elements of any warehouse condominium in Phase II, provided that such changes do not change the percentage interest in the common elements of any warehouse condominium already sold and closed and, if applicable, Seller has met the requirements of the Horizontal Property Act, Chapter 514A, Hawaii Revised Statutes, as amended, including Section 514A-41, which section provides that if Seller proposes to materially change the Project, the Seller shall submit sufficient information to the Real Estate Commission to enable it to issue a supplementary public report describing the changes.

**Type of Warehouse Condominium:** There are a total of six (6) warehouse condominiums in the Project. Each warehouse condominium consists of one (1) large room and a lavatory (which includes a basin and water closet). Warehouse condominiums 1 through 4 contain approximately 1,800 square feet each, and warehouse condominiums 5 and 6 contain approximately 2,500 square feet each. Each warehouse condominium has immediate access to a parking area leading to a driveway on the grounds of the Project and to Waihona Street. Approved Floor Plans indicate that Warehouse Condominium No. 3 has an interior loading zone area. However, each warehouse condominium owner may also designate an interior loading zone area as long as any special construction of a loading zone area is done at the owner's sole cost and expense and plans for such construction meet applicable governmental laws and regulations and have been approved by the Association of Warehouse Condominium Owners.

**Warehouse Location and Numbering:** The warehouse condominiums are numbered 1 through 6 and are located as shown on the Condominium Map.

**Limits of Warehouse Condominiums:** The respective warehouse condominiums shall be deemed to include the space and improvements within its perimeter walls and white lines separating individual warehouse condominiums, floors and ceilings, including all interior walls and partitions which are not load-bearing; the inner decorated or finished surface of all walls, floors and ceilings; all doors, windows, glass and screens. Except in the case of perimeter walls, the center of a solid white line painted on the floor of each warehouse condominium will indicate the outside boundary of each warehouse condominium. Interior party walls shall be constructed by the owners of each warehouse condominium at said owner's sole cost and expense within thirty (30) days after Purchaser's Closing under the Sales Contract. All plans for construction of these party walls shall meet all applicable governmental laws, ordinances and regulations and shall be subject to approval by the Association of Warehouse Condominium Owners prior to construction of any such walls. The warehouse condominiums shall not be deemed to include the undecorated or unfinished surfaces of the perimeter and interior load-bearing walls, if any, the floors and perimeter ceilings surrounding each warehouse condominium, or any pipes, wires, ducts, conduits or other utility or service lines running through such warehouse condominiums which are utilized for or serve more than one warehouse condominium, all of which are common elements.

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

- (a) Said land in fee simple.
- (b) All foundations, columns, girders, beams, supports, main walls, and the roof of the building.
- (c) All building walkways and sidewalks, grounds, landscaping, driveways, and outside loading zones as designated on the Condominium Map.
- (d) All ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities and installations which serve more than one warehouse condominium for services such as power, light, water, gas, refuse stations, if any, telephone, radio and television signal distribution.
- (e) All tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use.
- (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:** 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 warehouse condominiums, and such warehouse condominiums shall have appurtenant thereto easements for the use of such limited common elements, as follows:

- (a) Automobile parking spaces shall be assigned to each of the warehouse condominiums as designated on Exhibit "A" attached hereto and as shown on the Condominium Map upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of such warehouse condominium. Each warehouse condominium shall always have at least four parking spaces appurtenant to it, but otherwise any automobile parking easement in excess thereof may be transferred from warehouse condominium to warehouse condominium in the Project by written instrument executed by the owner(s) of the warehouse condominium affected by such transfer.
- (b) Open yard areas located directly adjacent to each unit, as designated on said Exhibit "A" and as shown on the Condominium Map, shall be appurtenant to and for the exclusive use of the specific unit adjoining each open yard area. The boundaries of the open yard areas will be staked. Any partitioning or fencing of an individual warehouse condominium open yard area shall be done at the sole cost and expense of that individual warehouse condominium owner; provided, that the plans for such partitioning or fencing meet applicable governmental laws, ordinances and regulations and have been approved by the Association of Warehouse Condominium Owners.
- (c) Entryways which would be used only for the purposes of ingress and egress for a specific warehouse condominium.
- (d) Planting areas located at the entry of some of the warehouse condominiums shall be appurtenant to the specific warehouse condominium adjoining such areas.
- (e) All other common elements of the Project which are rationally related to less than all of said warehouse condominiums shall be limited common elements appurtenant to the warehouse condominiums to which they are so related.

**PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS:** The percentage of undivided interest in the common elements appertaining to each warehouse

condominium shall be as follows:

Warehouse Condominium Nos. 1 through 4	15% x 4 = 60%
Warehouse Condominium Nos. 5 and 6	20% x 2 = 40%
	100%

For purposes of voting on all matters requiring action by the owners the above percentage shall govern.

**PURPOSES FOR WHICH THE BUILDING AND EACH WAREHOUSE CONDOMINIUM MAY BE USED:** The warehouse condominiums shall be occupied and used only for warehouse purposes which are consistent with and appropriate to the design of the buildings and for which adequate ventilation, plumbing and similar facilities exist and for such other purposes permitted by law.

The Rules and Regulations for the Project state, among other provisions, that (1) no noxious or offensive activity may be carried on in any part of the Project; (2) excessive noises shall not be permitted; and (3) no animals of any kind shall be kept or harbored in the premises.

**OWNERSHIP OF TITLE:** The Policy of Title Insurance issued by Title Insurance and Trust Company, dated September 26, 1980, reports that title to the land is vested in GILBERT DAIJI KOBATAKE, husband of Katsuyo Kobatake, and JAMES KENJI KOBATAKE, husband of Charlene Sekiko Kobatake.

**ENCUMBRANCES AGAINST TITLE:** Said Title Insurance Policy dated September 26, 1980 discloses that title to the land is subject to the following encumbrances:

1. Real property taxes as may be due and owing. For further information on taxes, check with the Tax Assessor, First Division.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Reservation in favor of the United States of America, its successors and assigns, of Easement 2-F for a water pipeline, as reserved in said Deed recorded in said Bureau in Book 4872, Page 301.
4. Declaration of Covenants for Waiawa Industrial Park, dated August 26, 1975, recorded in said Bureau in Book 10866, Page 116, as amended by Supplemental Declaration of Restrictive Covenants, dated April 4, 1979, recorded in said Bureau in Book 13601, Page 673.
5. Grant of Easement "14" for powerline and telephone purposes, situate at the east (front) corner of Lot 22, as shown on File Plan No. 1461, in favor of the United States of America, its successors and assigns, pursuant to Grant and Relinquishment of Easements, dated July 18, 1980, recorded in said Bureau in Book 14904, Page 732.
6. Building setback line as shown on said File Plan No. 1461.
7. The free flowage of Waiawa Stream.
8. The covenants, conditions, agreements and acknowledgments set forth in Deed of Honolulu Federal Savings and Loan Association, dated September 19, 1980, recorded in said Bureau in Book 15013, Page 441.
9. That certain Mortgage made in favor of Honolulu Federal Savings and Loan Association, dated September 19, 1980, recorded in said Bureau in Book 15013, Page 446.

The above encumbrances affect the use of the real property covered under this Final Public Report. Copies of the documents referred to in the above-described Preliminary Title Report can be reviewed at the Seller's office. Purchaser is advised to acquaint himself with these documents.

Attention is also called to the Declaration of Horizontal Property Regime, By-Laws and Condominium Map recorded as aforesaid and referred to on Page 2 hereof.

**PURCHASE MONEY HANDLING:** A copy of the executed Escrow Agreement, dated November 13, 1980, between TITLE GUARANTY ESCROW SERVICES, INC., as Escrow Agent, and the 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-40, 514A-62 through 514A-66. A prospective purchaser should carefully examine the form of Sales Contract and the Escrow Agreement to determine the time for and the amount of the installment payments on the purchase price and the sharing of closing costs, as well as the manner in which funds held in escrow may be disbursed. The documents provide that such purchaser's funds may, from time to time, be used to pay for construction and other costs of the Project.

Among other provisions, the Sales Contract provides that it shall be subordinate to the lien of the existing mortgage, that Seller makes no warranties but passes through to purchaser any warranties given to Seller by others, and that purchasers shall be bound by the provisions of (1) the Declaration of Covenants for Pearl City Industrial Park, (2) the Charter of Incorporation and By-Laws for Pearl City Industrial Park, and (3) the Rules and Regulations of Pearl City Industrial Park. Copies of said documents have been submitted to the Commission.

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 Agent'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 purchaser the funds of purchaser then being held thereunder by Escrow Agent; or
- (b) Seller notifies Escrow Agent of Seller's exercise of the option to cancel or rescind the Sales Contract pursuant to any right of cancellation or rescission stated therein or otherwise available to Seller; or

Upon any such return of funds to a purchaser, the Escrow Agent will return to the Seller the purchaser's Sales Contract and any conveyancing documents theretofore delivered to the Escrow Agent; and thereupon the purchaser shall no longer be obligated under the Sales Contract.

Further, the executed Escrow Agreement and the form of Sales Contract provide in part what sums of money, if any, the purchaser is entitled to as refunds if the purchaser is in default in any payment when required or fails to perform any other obligation required by the purchaser.

The Escrow Agreement also contains the following provisions, among others: that the Escrow Agent shall make no disbursements of purchaser's funds unless 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 warehouse condominiums 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 and that such contract is subordinate to the lien of any construction loan.

**MANAGEMENT OF THE PROJECT:** The Declaration provides that the management of the Project shall be conducted for the Association of Warehouse Condominium Owners under the direction of the Board of Directors by a responsible managing agent. The Sales Contract to be signed by purchasers provides that the Seller may appoint the initial manager and agent of the Project, and CERTIFIED MANAGEMENT, a division of A R Corporation, a Hawaii corporation, whose address is 98-1238 Kaahumanu Street, Suite 404, Pearl City, Hawaii, has been selected as the initial managing agent for the Project.

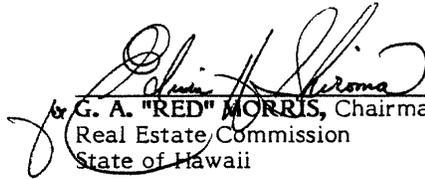
**STATUS OF PROJECT:** The construction of Phase I commenced on or about November 3, 1980, and is scheduled for completion on or about January 2, 1981. Phase II is scheduled to start construction on or about January 2, 1981, and is scheduled for completion on or about March 1, 1981.

---

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 filed on November 21, 1980, and information subsequently submitted as of December 9, 1980.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1371, filed with the Commission on November 21, 1980.

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.

  
by G. A. "RED" MORRIS, 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. 1371

December 15, 1980

**EXHIBIT "A"**

<u>Unit Nos.</u>	<u>Parking Stall Nos.</u>	<u>Unit Sq. Footage</u>	<u>Open Yard Sq. Footage</u>
1	1 - 7	1,800	1,011
2	8 - 14	1,800	825
3	15 - 21	1,800	645
4	22 - 28	1,800	465
5	29 - 37	2,500	1,416
6	38 - 42	2,500	782

Compact Parking Stalls: Nos. 6, 7, 13, 14, 20, 21, 25, 26, 27 & 28.

END OF EXHIBIT "A"