

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
2907 ALA ILIMA
2907 Ala Ilima Street
Honolulu, Hawaii

REGISTRATION NO. 1387 (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 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: March 30, 1981
Expires: April 30, 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JANUARY 20, 1981, AND INFORMATION SUBSEQUENTLY FILED AS OF MARCH 25, 1981. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. 2907 ALA ILIMA is a proposed fee simple condominium conversion project consisting of an existing eight (8) story building containing twenty-eight (28) residential apartments. There are a total of thirty-two (32) assigned parking stalls of which sixteen (16) are covered parking stalls and sixteen (16) are open parking stalls.
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 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 Floor Plans) have not been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.
4. No advertising and promotional matter, other than the Condominium Pre-Sale Offering to Owner-Occupants required under Act 189, Session Laws of 1980, has been filed 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 which relate to Horizontal Property Regimes.
6. This Preliminary Public Report is made a part of the registration of 2907 ALA ILIMA 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 securing a signed copy of the receipt therefor from each such person.
7. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, March 30, 1981, unless a Final or Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this report.

NAME OF PROJECT: 2907 ALA ILIMA

LOCATION: The site, comprising approximately 20,007 square feet is located at 2907 Ala Ilima Street, Honolulu, Hawaii 96818.

TAX MAP KEY: 1-1-62:7 (1st Division)

ZONING: A-3 (Medium Density Apartment)

DEVELOPER: 5210 LIKINI PARTNERS, a Hawaii Limited Partnership, Suite 2002, 615 Piikoi Street, Honolulu, Hawaii. Phone: 531-9955. The general partners of the limited partnership are:

K.K.H., Inc.	Suite 2002, 615 Piikoi St., Hon., HI	96814
Trans World Trading Corp.	Suite 2002, 615 Piikoi St., Hon., HI	96814
Leealan, Inc.	1238 Kaumualii St., Hon., HI	96814
Ittam, Inc.	2345 Kuhio Avenue, Hon., HI	96815

ATTORNEY REPRESENTING DEVELOPER: ROTHER & BYBEE (Edward J. Bybee), 2757 Grosvenor Center, 733 Bishop Street, Honolulu, Hawaii 96813. Phone: 537-5311.

DESCRIPTION OF PROJECT:

1. Building. The proposed Declaration of Horizontal Property Regime and the plans submitted by the Developer reflect that the Project consists of an existing eight story building, containing twenty-eight (28) residential apartments together with integrated parking areas and swimming pool.

2. Location of Units and Project Facilities.

The Ground Floor Level of the Project contains the thirty-two (32) parking stalls and the central laundry room, the main lobby, elevator foyer, transformer vault, pump room, trash area, stairway, and garden, and planting areas.

Each of the first through the seventh floors contain four (4) apartments, exterior access corridors, stairways and elevator foyer.

The roof of the building contains mechanical equipment.

3. Division of Property. The residential apartments are more particularly described in Exhibit "A" which is attached hereto and on the proposed Condominium Plan.

4. Access. Each of the Apartments has immediate access to its entry through the elevator or stairway to its designated floor by the walkways, driveways, and ramps connecting the building to the street entrances to the Project. The building is serviced by one (1) elevator and two (2) stairways.

5. Limits of Apartments. Each apartment shall be deemed to include all of the walls and partitions which are not loadbearing within its perimeter or party walls, door and door frames, window and window frames, the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures and appurtenances installed therein. Each apartment unit will be equipped with a range, disposer, refrigerator, plumbing and electrical fixtures, and kitchen and bath cabinetry, carpeting, vinyl asbestos tile flooring, and drapery in living room.

The project consists of two (2) types of apartments, each apartment including reverses (r), being typical of all other apartments of the same type. Apartments are designated as Types 'A', of which there are 2, and Types 'B' of which there are 26.

Notwithstanding the foregoing, the condominium units shall not include: (i) that portion of any load-bearing wall within or surrounding any unit which, (except for the inner finished surfaces of any such wall) shall be a common element; (ii) the floors and ceilings of any apartment which shall be common elements, except for their inner finished surfaces; and (iii) any pipes, shafts, chases, ducts or any other enclosed spaces for wiring, plumbing, air exhaust or ventilation serving or being utilized by more than one condominium apartment, the same being deemed common elements or easements as provided hereinbelow.

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

1. All land in fee simple;
2. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and loadbearing walls, roofs, stairways, the elevator, elevator shaft, lobby, mail boxes, walkways, entrances and exits of said building, and refuse facilities;
3. All landscaping including planting areas and grounds;
4. All driveways and parking areas, including the 32 parking stalls depicted on the Condominium Map;
5. The balconies providing access to the apartments on the first through seventh floors shall be for the exclusive use of the apartments located on each such floor;
6. The swimming pool;
7. The laundry room on the ground floor;
8. 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
9. Any and all other structures, 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, herein called and designated "limited common elements", are hereby set aside and reserved for the exclusive use of certain condominium apartments, and such units shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are listed below. Unless otherwise provided herein, all costs of every kind pertaining to each limited common element, including but limited to costs of security, maintenance, repair, replacement, additions and improvements, shall be charged to the owner or owners of the apartment or apartments to which such limited

common element is appurtenant. If any cost is charged to more than one apartment, each such unit shall bear that portion of the total cost equal to the ratio which its common interest bears to the total common interest of all apartments responsible for said cost.

1. One or more parking stalls shall be appurtenant to and for the exclusive use of each apartment of the project. Such parking easements may be transferred from apartment to apartment as provided for in Section 514A-14 of the Hawaii Revised Statutes. However, each apartment shall have at least one parking stall appurtenant to it at all times. The parking stall locations and numbering scheme are shown on the Condominium Map, and assigned in accordance with Exhibit "B" attached hereto.

2. All electrical, plumbing, telephone, cable, television, or other utility systems, or any component thereof, serving or for the exclusive use of only one apartment or one or more limited common elements appurtenant to only one apartment to the extent such system is located outside the boundaries of such apartment as described herein, shall be a limited common element appurtenant to such apartment.

3. All other common elements of the Project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASERS: Each apartment shall have appurtenant thereto an undivided interest in the common elements of the Project as set forth herein, for all purposes, including voting and representation in the Association of Apartment Owners, and shall have the same proportionate share in all common profits and expenses of the Project. The undivided percentage interest appurtenant to each apartment shall be as follows:

<u>Type Apt.</u>	<u>Net Floor Area (sq.ft)</u>	<u>% Common Interest In Common Elements Each Apartment</u>	<u>No. Apts.</u>	<u>Total Each Type (sq.ft)</u>	<u>% Common Interest per Type-Total</u>
A	653	3.571425	2	1,306	7.1429
B	653	3.571425	$\frac{26}{28}$	16,978	$\frac{92.8571}{100.00000}$

In the event the Board of Directors of the Association has reason to believe that any unit is consuming or utilizing common metered utilities or services in excess of its percentage undivided interest, then the Board of Directors, in its sole discretion, may measure such consumption, if feasible, and if the same is in excess of said percentage interest, then the Board of Directors may assess and charge the costs for the excess consumption against the unit in question and the same shall be a common expense of such unit.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Residential Apartments shall be occupied and used only for residential purposes.

The House Rules provide, in part: (1) Each two-bedroom apartment shall not have more than four (4) occupants; (2) Bicycles, skateboards and related vehicles shall not be operated on walkways or sidewalks; and (3) No soliciting of goods and services, or religious or political activities shall be permitted on the premises unless approved by the Board.

OWNERSHIP OF LAND: A Preliminary Title Public Report dated December 31, 1980, issued by Title Guaranty of Hawaii, Inc. indicates that fee simple title to the land of the Project is vested in 5210 LIKINI PARTNERS, the Developer.

ENCUMBRANCES: Said Preliminary Title Report dated December 31, 1980, reflects the following encumbrances on the property:

1. For any taxes that may be due and a lien on the land, reference is made to the Office of the Tax Assessor of the First Division, Island of Oahu, Hawaii.
2. Easement "465" for transformer vault purposes, located on the northeasterly corner of Lot 3265, as shown on Map 411, as set forth by Land Court Order No. 24900, filed November 9, 1965.

Above easement "465" granted to Hawaiian Electric Company, Inc. and Hawaiian Telephone Company, for utilities, dated January 28, 1966, filed as Document No. 381416.
3. Restriction of access rights affecting the southerly boundary of Lot 3265, as shown on Maps 309 and 411, as set forth by Land Court Order No. 24630, filed September 3, 1965.
4. Excepting and reserving therefrom unto the trustees under the will and of the estate of Samuel M. Damon, deceased, all Artesian and other underground water and rights thereto appurtenant to said premises, as reserved in Deed dated October 7, 1965, filed as Document No. 372554, recorded in Liber 5163 at Page 496; said trustees released all right to enter upon surface of lands to exercise said exceptions and reservation in Document No. 372554 including any rights of ingress and egress upon said lands, by release dated October 12, 1965, filed as Document No. 372562, recorded in Liber 5163 at Page 572.
5. Declaration of covenants dated November 23, 1965, filed as Document No. 375914, as amended by instruments dated December 14, 1965 and February 8, 1968, filed as Documents Nos. 377276 and 469113, respectively.
6. Abutter's rights of vehicle access over the common boundary between Salt Lake Boulevard and Lot 3265, as conveyed in Quitclaim Deed dated March 8, 1966, filed as Document No. 397370.

7. Mortgage made by Oen Chikasuye, wife of Izumi Chikasuye, as mortgagor, and First Hawaiian Bank, as Mortgagee, dated June 23, 1969, filed as Land Court Document No. 476720.
8. Assumption Agreement dated November 21, 1980, filed as Document No. 1042715, by and between 5210 Likini Partners, a registered Hawaii Limited Partnership, First Hawaiian Bank, and Oen Chikasuye, Clesson Yasuto Chikasuye and Albert Hideo Chikasuye.
9. Mortgage, Security Agreement and Financing Statement made by 5210 Likini Partners, as Mortgagor, and Clesson Yatsuto, Husband of Lorraine Madolyn Chikasuye, and Albert Hideo Chikasuye, Husband of Marie Chikasuye, as tenants in common in equal shares, as Mortgagee, dated November 21, 1980, filed as Land Court Document 1042714.
10. Existing Unrecorded Tenant Leases.

NOTE: All existing mortgages will be satisfied and released prior to the issuance of apartment deeds as required by law.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated January 14, 1981, identifies Hawaii Escrow & Title Co., Ltd. as the escrow. Upon examination of the Escrow Agreement it is found to be in consonance with Chapter 514A, Hawaii Revised Statutes.

Among other provisions, the Escrow Agreement provides that a purchaser under a Sales Contract shall be entitled to a return of his funds, without interest and less the escrow cancellation fee, after purchaser has requested such return and 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 change in the building plans of the Project which change requires the 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 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 this Preliminary Report and 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 this Preliminary Report.

The specimen Deposit Receipt and Sales Contract states in part: (1) all of Buyer's right, title and interest under the Sales Contract are and shall be subject and subordinate to the lien of any mortgage encumbering the Project and executed prior to Buyer's execution of the Sales Contract; (2) Buyer acknowledges that neither the apartment nor the appliances and fixtures therein, are in a new condition and that the same are being purchased "as is". It is understood that Developer makes no warranties or representations, either express or implied, regarding the condition of the building, the common elements, the apartment, or any appliances or furnishings contained therein; (3) sales of apartments are limited to bona fide residents of the State of Hawaii; and (4) if less than 24 apartments in the project are sold prior to December 21, 1981, Seller may at its option, cancel the sales contract, in which event Seller will cause the escrow agent to refund to Buyer all monies paid without interest.

It is incumbent upon the purchaser or prospective purchaser to read and understand the Escrow Agreement before executing the Deposit Receipt and Sales Contract, since the Escrow Agreement describes the procedure for receiving and disbursing purchasers' funds, and the Deposit Receipt and Sales Contract specifically provides that the purchaser approves that Escrow Agreement and assumes the benefit and obligations therein provided.

MANAGEMENT OF PROJECT: The Declaration provides that the 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. A duly executed Management Agreement dated November 26, 1980, has been entered into between the Developer and CERTIFIED MANAGEMENT, a division of A.R. Corporation, 98-1238 Kaahumanu Street, Pearl City, Hawaii. This agreement is subject to the provisions of Section 514A-84(a) of the Hawaii Horizontal Property Act which states that a Developer can contract for this initial Management Agent only for a term of not more than one year, and that this contract may be terminated by other party on not more than sixty (60) days written notice.

STATUS OF THE PROJECT: The project involves the conversion of an existing apartment building completed in January 1969. Based upon the report of Vernon Inoshita, independent registered architect No. AR03480, the Developer represents that the building and its structural, electrical and mechanical components are in sound condition. The Developer makes no representations of existing life of any portions of the project. As indicated in that certain letter dated October 20, 1980, from Howard M. Shima, Director and Building Superintendant, Building Department, City and County of Honolulu, the building met the building code requirements when it was constructed. However, inspection of the premises revealed a few deficiencies in the concrete landings and stairways which are the result of inadequate maintenance and should be repaired.

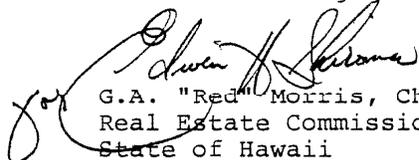
The building is presently vacant.

NOTE: The Commission has been advised that the Developer will not be actually involved in the organization or operation of the Association (Association of Apartment Owners) or participate in any way in the operation of the Project itself except to the degree that it may have ownership rights appurtenant to its ownership of unsold units.

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 January 20, 1981 and information subsequently submitted as of March 25, 1981.

This PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1387 filed with the Commission on January 20, 1981.

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


G.A. "Red" Morris, Chairman
Real Estate Commission
State of Hawaii

Distribution:

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

Registration No. 1387

March 30, 1981

DESCRIPTION OF APARTMENTS

Each apartment has been given a three digit numerical designation by which its location can be determined. The numerical designation of each apartment begins with its respective floor number. The last two digits in the numerical designation indicate the location of the Apartment on the floor. The lowest numbered apartment is located in the Diamond Head corner of the building. The numbering sequence then progressively ascends to the opposite corner of the building. All apartments contain two bedrooms, a kitchen/dining area, a general living room area, and two bathrooms, except apartments 801 and 804 contain one bathroom.

The location, apartment designation, approximate area and undivided percentage common area for the apartments are as follows:

<u>Apt. No.</u>	<u>Type</u>	<u>Approximate Net Floor Area</u>	<u>% Common Interest</u>
801, 804	2 bdrm., 1 bath	653 Sq. Ft.	3.571425
201 thru 704 and 802 and 803	2 bdrm., 2 bath	653 Sq. Ft.	3.571425

The approximate gross area of each unit is computed by measuring from the exterior unpainted surfaces of the perimeter walls except as follows: (1) Party walls between units are measured to the center line; (2) load-bearing perimeter walls on columns located within the perimeter walls of the unit are not measured; and (3) perimeter load-bearing walls or columns are measured from their interior unpainted surface, and no reduction has been made to account for interior non-load-bearing walls, ducts, vents, shafts, and the like located within the perimeter walls.

2907 ALA ILIMA PARKING ASSIGNMENT

<u>Apartment No.</u>	<u>Appurtenant Apartment Parking Stall Number(s)</u>
201	16
202	17
203	18
204	19
301	20
302	21
303	22
304	23
401	24
402	25
403	26
404	27
501	28
502	29
503	30
504	31
601	5
602	6
603	7
604	8
701	9
702	10
703	11
704	12
801	13
802	14
803	15
804	32, 1, 2, 3, 4

NOTE: Stalls 1-15 are uncovered. Stalls 16-32 are covered.

EXHIBIT "B"