

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

CENTRAL/HALAWA INDUSTRIAL BUILDING
Iwaena Street
Halawa, Ewa, Hawaii

REGISTRATION NO. 1410

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: July 26, 1982
Expires: August 26, 1983

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 APRIL 7, 1981 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF JULY 9, 1982. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Preliminary Public Report on CENTRAL/HALAWA INDUSTRIAL BUILDING, Registration No. 1410, dated May 11, 1981, the Developer has prepared, assembled and forwarded additional information relating to the Project and has requested a Final Public Report.

2. This Final Public Report amends the Preliminary Public Report, becoming a part of the registration on the CENTRAL/HALAWA INDUSTRIAL BUILDING condominium project. The Developer is responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers along with a copy of the Preliminary Public Report (yellow paper stock) and Disclosure Abstract. Securing a signed copy of the Receipt for the aforementioned from each purchaser and prospective purchaser is also the responsibility of the Developer.

3. The Developer has submitted to the Commission for examination all documents deemed necessary for registration of a condominium project and issuance of this Final Public Report.

4. No advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.

5. The basic documents (Declaration of Horizontal Property Regime, Bylaws of Association of Apartment Owners, and a copy of the approved floor plans) have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. The Declaration of Horizontal Property Regime, dated April 27, 1982, together with the Bylaws of the Association of Apartment Owners, was filed in the Office of the Assistant Registrar of the Land Court as Land Court Document No. 1119294. The condominium plans have been designated as Condominium Map No. 478 in the Office of the Assistant Registrar of the Land Court.

6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regime.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, July 26, 1982, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.

Except for the topical headings which follow, the information contained in the Preliminary Public Report of May 11, 1981 remains unchanged.

DESCRIPTION OF PROJECT. The recorded Declaration (revised) describes the Project as follows:

1. General Description. The Project will consist of two (2) one-story buildings, identified on the Condominium Map as Buildings "A" and "B", containing a total of fourteen (14) warehouse apartments (hereinafter called the "Units" or

"Commercial Units"). The Project will also include landscaped grounds, driveways and a parking area containing thirty-seven (37) parking stalls.

2. Description of Buildings. Each of the buildings will contain seven (7) Commercial Units of various sizes which are designed primarily for warehouse use. The buildings will be constructed of masonry block, reinforced concrete floor slabs on the ground floor, wood flooring on mezzanine levels and wooden roofing, and will also incorporate aluminum, glass, gypsum board and similar building materials. A paved parking area containing thirty-seven (37) parking stalls, five (5) no parking zones, storage areas and a refuse disposal enclosure will be located between the two buildings. Twelve (12) of said parking stalls will be compact stalls.

Although the buildings are one-story in height, each of the Units will have a partial mezzanine level which will be serviced by an interior stairway.

3. Access. Each of the Units has immediate access to its entry by way of walkways connecting such entries to the parking areas of the Project.

4. Description of Units.

(a) Units. The Project is divided into fourteen (14) separate Units. All Units will consist of unimproved loft space; provided, that a partitioned bathroom area and interior stairway to the mezzanine level will be provided. Exhibit "A" annexed hereto and made a part hereof sets forth the following information with respect to each Unit necessary for the proper identification thereof: Unit number, approximate area in square feet, number of rooms, the undivided percentage interest in the common elements, and assigned parking stall numbers.

(b) Limits of Units. Except as otherwise provided hereinbelow, each Commercial Unit consists of: (i) the volumes or cubicles of space enclosed by and measured horizontally and vertically from the unfinished inner surface of the perimeter and interior walls, ceilings and floors of the Unit, including any doors, windows and vents along its perimeter walls; (ii) all interior dividing walls and partitions located within the Unit (including the space occupied by such walls and partitions), excepting load-bearing walls and pillars; and (iii) any decorated inner surfaces of said perimeter walls (including any load-bearing interior walls located within the Unit) and of any walls enclosing the common pipe chases; (iv) the entirety of the floor of the mezzanine level and the stairway serving such level; and (v) any fixtures or equipment originally installed therein, including entry and roll-up doors.

The Units shall not include: (i) that portion of any load-bearing interior or perimeter wall within or surrounding any Unit which (except for the inner finished surfaces, if any, of any such wall), shall be a common element; (ii) the floors and ceilings of any Unit (but not the mezzanine floor), except

for their inner finished surfaces; and (iii) any pipes, shafts, chases, utility lines, conducts, ducts or any other enclosed spaces for wiring, plumbing, air exhaust or ventilation, serving or being utilized by more than one Unit, the same being deemed common elements as provided hereinbelow.

Notwithstanding the designation of the limits of the respective Units hereinabove, the approximate gross area of each Unit, as set forth in Exhibit "A" attached hereto, is computed by measuring from the surfaces of the perimeter walls to the centerline of interior party walls, and no reduction has been made to account for interior walls, ducts, vents, shafts and the like located within the perimeter walls.

LIMITED COMMON ELEMENTS. The revised Declaration provides that certain parts of the common elements designated as "limited common elements", are set aside and reserved for the exclusive use of certain Commercial Units, 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 in the Declaration or Bylaws, all costs of every kind pertaining to each limited common element, including but not limited to cost of security, maintenance, repair, replacement, additions and improvements, shall be borne entirely by the Unit or Units to which it is appurtenant. If any cost is charged to more than one Unit, 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 Units responsible for said cost.

(a) The following limited common elements are appurtenant to and for the exclusive use of Unit No. B-107: (i) the fenced storage area located adjacent to such Unit; and (ii) the vacant area along the entirety of the westerly boundary of the Project property, as more particularly delineated on the Condominium Map.

(b) The following limited common element shall be appurtenant to and for the exclusive use of Commercial Unit No. A-107: the fenced storage area adjacent to such Unit.

(c) At least two (2) parking stalls shall be appurtenant to and for the exclusive use of each Unit, as more particularly designated in Exhibit "A" which is attached hereto and made a part hereof.

(d) Each of the no parking zones located immediately in front of the entries to Commercial Unit Nos. B-103, B-104, B-105, B-106 and B-107, as delineated on the Condominium Map, shall be a limited common element for the exclusive use of the Unit to which it is adjacent.

EASEMENTS. Paragraph (e) under this topical heading in the Preliminary Public Report has been deleted in its entirety. All other information remains unchanged.

INTEREST TO BE CONVEYED TO PURCHASERS. The percentage of undivided interest in the common elements appurtenant to each

Unit is set forth in Exhibit "A" attached hereto and made a part hereof, and each Unit shall have such percentage in all profits and common expenses of the Project, and for all other purposes, including voting.

USE. The filed Declaration contains certain limitations on the use of the Units. The Declaration provides the buildings and each of the Units are intended and restricted as to use, and shall be used only for purposes which are consistent with and appropriate to the design of the buildings and Units and for which adequate parking stalls, stairs, ventilation, plumbing and similar facilities exist, and in accordance with all applicable laws, ordinances and regulations. The buildings is not designed, nor are there a sufficient number of parking stalls available, to satisfy the requirements applicable to every use permitted in the present zoning district wherein the Project is situate. Accordingly, the Board of Directors shall have the right, in its sole discretion, to prohibit any use or proposed use which may be otherwise permitted by law which would necessitate structural alterations of the Project or any Unit, or which would require parking facilities in excess of those provided. If any such use or proposed use is approved by the Board, any additions, alterations or modifications, and any additional parking spaces necessitated thereby, shall be the responsibility of the affected Unit owner and be made or furnished at his sole cost and expense and in compliance with the Horizontal Property Act and the provisions of the Declaration and Bylaws.

In addition to, and without limiting the generality of the foregoing:

(a) The Units may not be used or occupied as automobile body and fender shops, car washes, bulk storage yards, heavy manufacturing or extracting facilities, commercial kennels or for the processing or storage of salvage junk, petroleum products or explosives.

(b) No Unit shall be used for residential purposes; provided that a portion of Commercial Unit No. B-107 may be utilized as a caretaker's residential unit if and to the extent permitted by applicable zoning laws.

(c) No Unit shall be rented for transient purposes which is defined as a rental for less than thirty (30) days.

(d) No owner of a Unit shall, without the written approval and consent of the Board of Directors, place or suffer to be placed or maintained (i) on any exterior door, wall or window of the Unit, or upon any door, wall or window of the common elements, any sign, awning or canopy, or advertising matter or other thing of any kind, or (ii) any decoration, lettering or advertising matter on the glass of any window or door of the Unit, or (iii) any advertising matter within the Unit which shall be visible from the exterior thereof; provided, that the Board of Directors shall establish reasonable and uniform regulations permitting the placement and maintenance by each owner of identifying signs and insignia of

such sizes and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of the Project.

(e) No Unit owner shall use his Unit or appurtenant limited common elements for any purposes which will injure the reputation of the Project, and except as permitted herein or in the Bylaws, no owner will suffer anything to be done or kept in his Unit or elsewhere which will jeopardize the soundness of the buildings, or which will interfere with or unreasonably disturb the rights of other owners or their tenants and guests, or which will obstruct the driveways, parking areas, or walkways of the Project or which will cause a cancellation of fire insurance on the improvements of the Project, or the contents thereof, or which will reduce the value of any such improvements.

NOTE. Unit Owners shall have the right to make alterations of their Units only in accordance with Chapter 514A of the Hawaii Revised Statutes, as amended, and the provisions of the Declaration.

ENCUMBRANCES AGAINST TITLE: A policy of title insurance dated April 28, 1982 issued by Title Insurance and Trust Company discloses that title to the land is subject to the following:

AS TO BOTH LOTS:

1. For any real property taxes that may be due and owing, reference is made to the Director of Finance, City and County of Honolulu.
2. That certain Mortgage and Financing Statement, dated April 26, 1982, made by A/R HAWAIIAN VENTURES, a Hawaii registered limited partnership, Mortgagor, in favor of Honolulu Federal Savings and Loan Association, a Hawaii corporation, Mortgagee, filed as aforesaid as Land Court Document No. 1114025.

Consent and Estoppel Certificate by The Queen Emma Foundation, a Hawaii non-profit corporation, dated April 27, 1982, filed as Document No. 1114024.
3. Agreement for issuance of Special Use Permit, dated February 4, 1982, filed as Land Court Document No. 1108322, by and between A/R HAWAIIAN VENTURES, a Hawaii limited partnership, and The Queen Emma Foundation, a Hawaii non-profit corporation.
4. That certain Lease No. 34, dated June 24, 1980, by and between THE QUEEN EMMA FOUNDATION, a Hawaii non-profit corporation, Lessor, and A/R HAWAIIAN VENTURES, a Hawaii registered limited partnership, Lessee, filed as aforesaid as Land Court Document No. 1019817. Said Lease was amended by instruments dated July 9, 1981, April 7, 1982 and April 27, 1982, and filed as aforesaid as Land Court Document No. 1110374, 1112438, and 1114024, respectively.

5. That certain Lease No. 35, dated June 24, 1980, by and between THE QUEEN EMMA FOUNDATION, a Hawaii non-profit corporation, Lessor and A/R HAWAIIAN VENTURES, a Hawaii registered limited partnership, Lessee, filed as aforesaid as Land Court Document No. 1019819. Said Lease was amended by instruments dated July 9, 1981, April 7, 1982 and April 27, 1982, and filed as aforesaid as Land Court Document No. 1110373, 1112514, and 1114024, respectively.

6. Improvement Assessment: Halawa Industrial Park

District No. 252	Lot No. 10
Payable	20 installments
Balance	\$34,607.97
Installment No. 6	\$ 2,307.19
Interest 6.25%	\$ 2,163.00
TOTAL	\$ 4,470.19 Due: 6/7/81

7. Improvement Assessment: Halawa Industrial Park

District No. 252	Lot No. 11
Payable	20 installments
Balance	\$29,013.61
Installment No. 5	\$ 1,934.24
Interest 6.25%	\$ 1,813.35
TOTAL	\$ 3,747.59 Due: 6/7/81

NOTE: Said Special Improvement District Assessments described in paragraphs 6 and 7 above, will be paid and satisfied by the Developer prior to the first conveyance of a Unit.

PURCHASE MONEY HANDLING: The Developer has furnished the Commission with an amendment to the Escrow Agreement, dated June 8, 1982, with Title Guaranty Escrow Services, Inc.

Among other provisions, the Escrow Agreement, as amended, provides that a purchaser under a Sales Contract shall be entitled to a return of his funds, without interest (and less a \$25.00 escrow cancellation fee, in the case of a cancellation under (a) and (b) below), after purchaser has requested such return in writing and any of the following events shall have occurred:

(a) Escrow has received a written request from Developer to return to purchaser the funds of such purchaser then being held by Escrow; or

(b) If purchaser's funds were obtained prior to an issuance of a Final Public Report and there is any change in the building plans, subsequent to the execution of the Sales Contract requiring the approval of an official of the county in which the Project is situate having jurisdiction over the issuance of construction permits, unless the purchaser has given written approval or acceptance of the change; or

(c) If a 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 previously given written approval or acceptance of such difference; or

(d) The Final Public Report is not issued within one (1) year of the date of issuance of this Preliminary Public Report; or

(e) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer.

Among other provisions, the specimen Deposit Receipt and Sales Contract states:

(1) Developer shall have the right, at its option, to cancel the sales contracts if less than ten (10) units shall have been sold on or before March 1, 1982. Developer has waived the foregoing right of cancellation.

(2) Buyer should be aware that he will be required to prepay: (a) two (2) months maintenance fee which shall constitute a non-refundable, start-up fee or maintenance reserve, and (b) six (6) months' lease rent.

(3) ALL OF THE BUYER'S RIGHT, TITLE AND INTEREST UNDER THE SALES CONTRACT ARE AND SHALL BE SUBJECT AND SUBORDINATE TO THE LIEN OF THE MORTGAGE MADE BY DEVELOPER TO HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION FOR THE PURPOSE OF SECURING THE REPAYMENT OF THE CONSTRUCTION LOAN.

(4) Developer makes no warranties, express or implied, with respect to the property or any common element or anything installed therein.

(5) All units will consist of unimproved loft space and Developer will furnish the following as part of the purchase price: (a) roll-up door and glass entry door; (b) partitioned bathrooms with water closet and sink; (c) an interior stairway to the mezzanine level of each unit; and (d) an electrical panel box with a vacant conduit to the meter. Buyer agrees to be responsible for installing in his unit, at his sole cost and expense, all other interior partitions, air conditioning equipment and ductwork, interior plumbing, electrical and other utility lines, plumbing and electrical fixtures, and wall and floor coverings. Developer agrees to partially defray Buyer's improvement costs by granting Buyer an improvement allowance in an amount to be agreed upon between Developer and Buyer and specified in the Deposit Receipt and Sales Contract.

It is incumbent upon the purchaser and prospective purchaser to read and understand the Escrow Agreement, as amended, 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 General Partner of the Developer, Aiea Realty, Inc., whose address is 99-128 Aiea Heights Drive, Suite 705, Aiea, Hawaii 96701, has been appointed as the initial Managing Partner of the Project for a one year period, commencing on August 15, 1982.

STATUS OF PROJECT. Construction of the Project commenced on May 2, 1982, and will be completed on or about September 15, 1982.

The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in its required Notice of Intention submitted April 7, 1981 and information subsequently submitted as of July 9, 1982.

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



G. A. "RED" MORRIS, Chairman
Real Estate Commission
State of Hawaii

Distribution: Department of Finance
City and County of Honolulu
Bureau of Conveyances
Planning Department,
City and County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1410

July 26, 1982.

EXHIBIT "A"

CENTRAL/HALAWA INDUSTRIAL BUILDING

<u>UNIT NO.</u>	<u>NO. OF ROOMS</u>	<u>APPROX. GROUND FLOOR AREA (SQ.FT.)</u>	<u>APPROX. MEZZANINE FLOOR AREA (SQ.FT.)</u>	<u>% COMMON INTEREST</u>	<u>ASSIGNED PARKING STALL NUMBER</u>
A-101	2	1,756	468	6.04	1C,2C,3C
A-102	2	1,589	392	5.46	4C,5C,6C
A-103	2	1,924	624	6.62	7,8,9
A-104	2	2,028	676	6.97	10,11,12
A-105	2	2,125	702	7.31	13,14,15
A-106	2	2,223	728	7.64	16,17,18
A-107	2	3,055	952	10.50	19,20,21
B-101	2	1,950	570	6.71	25C,26C, 27C
B-102	2	1,950	570	6.71	22C,23C, 24C
B-103	2	1,976	650	6.79	28,29
B-104	2	1,976	650	6.79	30,31
B-105	2	1,976	650	6.79	32,33
B-106	2	1,976	650	6.79	34,35
B-107	2	2,584	650	8.88	36,37

C: denotes compact parking stalls