

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
1231 MATLOCK
1231 Matlock Avenue
Honolulu, Hawaii

REGISTRATION NO. 1492 (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: April 30, 1982
Expires: May 30, 1983

SPECIAL ATTENTION

A comprehensive reading of this report by the prospective purchaser is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION TO ESTABLISH A HORIZONTAL PROPERTY REGIME SUBMITTED ON MARCH 29, 1982 AND ADDITIONAL INFORMATION SUBMITTED AS OF APRIL 27, 1982. THE DEVELOPER, IN 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. 1231 MATLOCK is a proposed fee simple condominium project consisting of one existing three-story apartment building of reinforced concrete construction with 11 residential units. There are four

parking stalls, one covered and three uncovered. One covered stall is a compact stall and three are regular size stalls. The building was constructed in 1958 and a condominium conversion is now being proposed.

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 Developer advises that the Declaration of Horizontal Property Regime and attached By-Laws have not been filed with the Bureau of Conveyances, State of Hawaii.
4. The Developer has advised the Commission that advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public exposure.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations promulgated thereunder, which relate to Horizontal Property Regimes.
6. This Preliminary Public Report is made a part of the registration of the 1231 MATLOCK condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) together with Disclosure Abstract in the hands of all purchasers and prospective purchasers and for securing a signed receipt therefor from each such person.
7. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, April 30, 1982, unless a Final or Supplementary Public Report is issued or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: 1231 MATLOCK

LOCATION: 1231 Matlock Avenue, Honolulu, Oahu, Hawaii.
The project has a land area of approximately 4,500 square feet.

TAX MAP KEY: 2-4-11-43

ZONING: A-4

DEVELOPER: H.C.H. MATLOCK, INC. a Hawaii corporation, whose business address is Suite 301-A, 1000 Bishop Street, Honolulu, Hawaii 96813, Telephone: 537-3788. The current officers are Edwin Harada, President and Treasurer; Alvin K. H. Chee, Vice President; and Sam S. Hironaka, Secretary.

ATTORNEY REPRESENTING DEVELOPER: Eugene W. I. Lau, Suite 1535, 190 South King Street, Honolulu, Hawaii 96813. Telephone: 524-5311.

DESCRIPTION OF PROJECT: The proposed Declaration of Horizontal Property Regime reflects that the proposed fee simple project shall contain one existing three-story concrete apartment building. First floor access is provided by a walkway. The second and third floor access is provided by two exterior stairways linked by single loaded exterior walkways. Apartments on the first floor are numbered 101 through 103; the apartments on the second floor are numbered 201 through 204; and the apartments on the third floor are numbered 301 through 304.

The project contains eleven (11) apartments. All of the apartments have the typical unit plan as shown on the Condominium File Plan. Apartment types are designated as Types A and B and are described as follows:

- (1) Type A: Type A apartments contain one bedroom, one bathroom, a living room, a dining area, a kitchen and patio area. The net living area of each Type A unit (exclusive of the patio area) is approximately 466 square feet. The patio area is approximately 185 square feet. There are three (3) Type A units numbered 101, 102 and 103.
- (2) Type B: Type B apartments also contain one bedroom, one bathroom, a living room, a dining area and a kitchen, but do not have patio areas. The net living area of each Type B unit is approximately 466 square feet. There are eight (8) Type B units numbered 201, 202, 203, 204, 301, 302, 303 and 304.

A storage area, laundry area and trash area are located on the ground level.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls, or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, shafts, wires, conduits or other utility service lines running through such apartments which are utilized for or serve more than one apartment. Each apartment shall be deemed to include all of the walls and partitions which are not load-bearing 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 originally installed therein. Each apartment unit will be equipped with range/oven, refrigerator, water heater, plumbing and electrical fixtures, and kitchen and bath cabinetry.

The apartments will be numbered in the manner shown on the Condominium File Plan. The approximate net living areas as set forth above were measured from the interior surfaces of the apartment perimeter walls.

COMMON ELEMENTS: The common elements will include the limited common elements hereinafter described and all other portions of the land and improvements other than the apartments. They shall specifically include but not be limited to: (a) the land in fee simple; (b) all foundations, columns, girders,

beams, supports, bearing walls, roofs, chases, entries, corridors, stairways, walkways and entrances of the building; (c) all grounds, landscaping, mailboxes, storage spaces and refuse facilities; (d) all parking areas, sidewalks, driveways, and laundry area; (e) all ducts, electrical equipment, wiring and other central and appurtenant installations including all utilities, telephone, radio and television signal distribution; and (f) all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

LIMITED COMMON ELEMENTS: The proposed Declaration reflects that certain parts of the common elements, called "limited common elements", are designated and set aside for the exclusive use of certain apartments. The only limited common elements in this Project are four (4) parking stalls designated on the Condominium Map and numbered 1, 2, 3 and 4, which are appurtenant to Apartment Nos. 301, 302, 303 and 304, respectively. Parking Stall No. 1 is uncovered, and Parking Stall Nos. 2, 3 and 4 are covered. Parking Stall No. 2 is a compact stall, and Parking Stall Nos. 1, 3 and 4 are regular size.

NOTE: Access to Parking Stall No. 1 is not over a standard drop curb at the sidewalk.

INTEREST TO BE CONVEYED TO PURCHASER: The undivided percentage interest in the common elements; appurtenant to each apartment, herein called "Common Interest", and the same proportionate share in all common profits and expenses of the Project and for all other purposes, including voting, is one-eleventh (1/11) appurtenant to each of the eleven (11) apartments, for a total of 100%.

PURPOSE OF BUILDING AND RESTRICTION AS TO USE: The apartments of the project shall be occupied and used only as permanent single family residences by the respective owners thereof, their tenants, licensees, families, domestic servants and social guests and for no other purposes. The respective apartment owners shall have the absolute right to rent or lease such apartment subject to all provisions of the Declaration.

OWNERSHIP OF TITLE: A preliminary Report dated March 18, 1982, and issued by Title Guaranty of Hawaii, Incorporated, indicates that title to the property is vested in Tamayo Kameda Lesser. Tamayo Kameda Lesser and the Developer have entered into a Deposit Receipt, Offer and Acceptance, whereby the Developer will purchase said property prior to the issuance of the Apartment Deeds.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report indicates that said land is presently subject to Real Property Taxes. Refer to Tax Assessor, First Division, City and County of Honolulu.

PURCHASE MONEY HANDLING: An executed Escrow Agreement, dated March 19, 1982, identifies Title Guaranty Escrow Services, Inc., as Escrow. Upon examination of the Escrow Agreement, it is found to be in consonance with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly Section 514A-39,

514A-40 and Sections 514A-63 through 514A-67. Among other provisions, the Escrow Agreement provides that a purchaser shall be entitled to a return of his funds and Escrow shall pay such funds to purchaser, without interest if any one of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held thereunder by Escrow; or

(b) 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; 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, subsequent to the execution of purchaser's sales contract, requiring approval of a county officer having jurisdiction over the issuance of building permits, unless such change is specifically authorized in the Declaration of Horizontal Property Regime or by the terms of the sales contract or unless a purchaser's written approval or acceptance of the specific change is obtained or ninety days have elapsed since the purchaser has accepted in writing the unit or the purchaser has first occupied the unit; 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; or

(e) The Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report and the purchaser has not waived or has not been deemed to have waived his right to a refund.

In any of the foregoing events, Escrow shall, upon the occurrence of the event described in (a) or (b) above or upon receipt of a written request for a refund from purchaser upon the occurrence of an event described in (c), (d) or (e) above, unless the purchaser has waived or has been deemed to have waived the right to a refund, pay said funds to said purchaser (less a cancellation fee of Escrow of not less than \$25.00 per unit or a cancellation fee commensurate with the work done by Escrow prior to such cancellation, whichever fee is greater) and thereupon said sales contract and any conveyance document theretofore delivered to Escrow shall be returned to Developer and shall be deemed no longer held thereunder; 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 Escrow Agreement further provides that Escrow make refunds to purchasers in accordance with Part VI, Chapter 514A, Hawaii Revised Statutes, as amended, out of the funds then on deposit with Escrow, if the Developer and purchaser shall so request in writing and any one of the following events has occurred:

(i) no sales contract has been offered to the purchaser who has been placed on the Developer's reservation list of owner-occupant applicants; or

(ii) Purchaser has been unable to obtain adequate financing, or a commitment for adequate financing, for his unit within thirty (30) calendar days following the end of the ten (10) calendar day period during which the Developer is limited to selling to owner-occupant; or

(iii) the purchaser desires to cancel the contract on account of hardship circumstances such as those set forth in Section 514A-104(1), Hawaii Revised Statutes, as amended; or

(iv) the purchaser indicates an intent not to become an owner-occupant of such unit.

Except for cancellations under subparagraph (i) above, Escrow may deduct from any such refund made to a purchaser a cancellation fee as set forth above.

It is incumbent upon the purchaser and prospective purchaser to read and understand the Escrow Agreement before executing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing purchaser's funds.

Among other provisions, the specimen Sales Contract provides that the Project was completed in 1958 and the Seller makes no warranty as to any defects in the apartments, the appliances therein, and the common elements of the Project. The Buyer is to inspect the Project and understand and agree that he is buying the property in an "AS IS" condition without warranty of any nature from the Seller.

MANAGEMENT OF PROJECT: The By-Laws which are incorporated in the proposed Declaration provide that the operation of the Project shall be conducted for the Association under the direction of its Board of Directors by a responsible corporate managing agent. A managing agent has not yet been designated.

STATUS OF PROJECT: The Developer has advised the Commission that the improvements on the project were completed in 1958. A letter from the Building Department, City and County of Honolulu, reveals that the building met the code requirements applicable at the time of construction and no variances or special permits were granted to allow deviations from any applicable codes.

All present occupants are on month-to-month tenancies.

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 29, 1982 and information subsequently submitted as of April 27, 1982.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES
CONDOMINIUM PUBLIC REPORT which is made a part of REGISTRATION
NO. 1492, filed with the Commission on March 29, 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 yellow.


G. A. "RED" MORRIS, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:
DEPARTMENT OF FINANCE
BUREAU OF CONVEYANCES
PLANNING COMMISSION, CITY
AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

Registration No. 1492

April 30, 1982

DISCLOSURE ABSTRACT

Project Name and Address:

Name: 1231 MATLOCK
Address: 1231 Matlock Avenue
Honolulu, Hawaii 96814

Developer and Project Manager:

Developer: H.C.H. Matlock, Inc.
Suite 301-A
1000 Bishop Street
Honolulu, Hawaii 96813
Telephone No. 538-3788
Project Manager: Alvin K. H. Chee
Suite 301-A
1000 Bishop Street
Honolulu, Hawaii 96813
Telephone No. 538-3788

Breakdown of Maintenance Fees:

The breakdown of the annual maintenance fees and the monthly estimated cost for each apartment, based on generally accepted accounting principles, is attached hereto as Exhibit A.

Warranties:

None

Use:

All apartments in the project will be limited to residential use.

Commercial Development:

The project contains no commercial development.

Existing Structure:

Based upon the report of an independent registered architect, the developer states that the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the condominium at 1231 Matlock Avenue, Honolulu, Hawaii, seem to be in sound condition. No representations are made by the developer with respect to the expected useful life of the structural components or the mechanical and electrical installations of the project.

Notices:

There are no notices of uncured violations of the building code or any other municipal regulations.

DATED: Honolulu, Hawaii, March 29, 1982.

H.C.H. MATLOCK, INC.

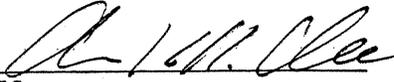
By 
Its Vice President

EXHIBIT A

<u>Apartment Number</u>	<u>Maintenance Fees</u>	<u>Real Property Taxes</u>
101	\$25.00	\$64.73
102	25.00	64.73
103	25.00	64.73
201	25.00	60.92
202	25.00	60.92
203	25.00	60.92
204	25.00	60.92
301	25.00	64.73
302	25.00	64.73
303	25.00	64.73
304	25.00	64.73

The real property taxes are based on the estimated assessed values of 60% of the estimated sales prices and the rate of \$15.23 per \$1,000. The homeowners' exemption is not considered for the purpose of such estimates.

MAINTENANCE BREAKDOWN

<u>Receipts</u>	<u>Monthly</u>	<u>Annual</u>
Maintenance Fees	\$275.00	\$3,300.00
Commissions (Laundry Machines)	200.00	2,400.00
TOTAL	<u>\$475.00</u>	<u>\$5,700.00</u>
 <u>Disbursements</u>		
Audit and Taxes	13.00	156.00
Insurance-Fire and Liability	84.50	1,014.00
Management and Accounting Services	27.50	330.00
Repairs and Maintenance	25.00	300.00
Electricity-Common Elements	200.00	2,400.00
Water/Sewer	100.00	1,200.00
Other Disbursements	25.00	300.00
TOTAL	<u>\$475.00</u>	<u>\$5,700.00</u>