

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**

WAIHONA INDUSTRIAL CENTER
96-1407 Waihona Street
Pearl City, Oahu, Hawaii 96782

REGISTRATION NO. 1532

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 11, 1983

Expires: August 11, 1984

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 FEBRUARY 18, 1983, AND INFORMATION SUBSEQUENTLY FILED AS OF June 29, 1983. 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. WAIHONA INDUSTRIAL CENTER is a fee simple industrial condominium project with a total of 27 units and 94 unassigned parking stalls.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the issuance of this Final Public Report.
3. The basic documents, Declaration of Horizontal Property Regime, By-laws of the Association of Owners were executed on September 15, 1982, and filed in the Bureau of Conveyances, State of Hawaii, in Book 16681, Page 81. Subsequent thereto, the Declaration was amended by First Amendment dated January 24, 1983, recorded in Book 16822, Page 13, by Second Amendment dated January 24, 1983, recorded in Book 16980, Page 611 and by Second Amendment dated June 28, 1983, recorded in Book 17140, Page 794. A copy of the floor plans and elevations has been filed as Condominium Map No. 859 in said Bureau of Conveyances.
4. No advertising or promotional matter has been submitted pursuant to the Rules adopted by the Commission.
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 which relate to the Horizontal Property Regime.
6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, July 11, 1983, unless a Supplementary Public Report is published or the Commission upon review of registration issues an order extending the effective period of this report.
7. This Final Public Report is made a part of the registration of the WAIHONA INDUSTRIAL CENTER industrial condominium project. The Developer is responsible for placing a true copy of this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers or prospective purchasers, and of securing a signed copy of the receipt therefor.

NAME OF PROJECT: WAIHONA INDUSTRIAL CENTER.

LOCATION: The 177,872 square feet of property to be committed to the regime as a fee simple industrial condominium project is situated at 96-1407 Waihona Street,

Pearl City, Oahu, Hawaii, in the City and County of Honolulu, State of Hawaii.

TAX KEY: First Division, 9-6-08-025.

ZONING: I-1 Light Industrial.

DEVELOPER: W.I. DEVELOPMENT, INC., a Hawaii corporation, whose business address is 96-1407 Waihona Street, Pearl City, Oahu, Hawaii 96782, is the Developer. Its telephone number is (808) 487-3861. The officers of the Developer are:

Mark E. Wulfert	President-Treasurer
R. H. Wulfert	Vice President-Secretary

ATTORNEY REPRESENTING DEVELOPER: Hiroshi Sakai, Attorney at Law, A Law Corporation, 602 City Bank Building, 810 Richards Street, Honolulu, Hawaii 96813, Telephone No. (808) 531-4171.

DESCRIPTION: The Declaration of Horizontal Property Regime reflects that the Project consists of one, one-story steel frame building with metal siding on a concrete slab with no basement and metal roof hereafter referred to as Building A and 94 parking stalls located in Area A. The building in Area A was constructed in 1982 and the existing plans were certified to by Geoffrey Paterson, Registered Professional Architect.

Building A in Area A contains a total of 27 condominium industrial units and has immediate access to the land adjacent thereto and a road easement 19 and one sewer easement 20 leading into Waihona Street, a public street.

Area A will at present have a total of 94 surface parking stalls over which the Developer reserves the right to rearrange the parking stalls and to eliminate such parking stalls that may be necessary to service Area B to develop and construct a building to house any type of use which will be built in accordance with the zoning and building codes. Also to rearrange any parking stall in order that Area A and B owners can jointly use the 94 parking stalls and any additional stalls that are created in Area B.

Division of Project: The Project is divided into two separate areas, the number and location of which are as set forth in the Condominium Map and described as follows:

A. Area A. There are 27 units separately designated as freehold estates which consists of the spaces as shown on the Condominium Map.

a. Type A Units. The Type A units are a loft space of 2,400 square feet with provision

for the owner of a unit to construct a mezzanine as indicated on the Condominium Map. The Type A units are numbered 101 through 113 inclusive.

b. Type B Unit. The Type B unit is a loft space of 3,600 square feet with provision for the owner of the unit to construct a mezzanine as indicated on the Condominium Map. The Type B unit is numbered 114.

c. Type C Units. The Type C units are loft spaces of 1,920 square feet with provision for the owner of the unit to construct a mezzanine as indicated on the Condominium Map. The Type C unit is numbered 115 through 127 inclusive.

The floor area of a unit is the net area and is measured from the interior surface of the unit perimeter walls.

B. Area B. The Developer intends in the future to construct a steel frame building with metal siding and metal roof of 40,000 square feet more or less in accordance with the applicable building code and zoning ordinances but is not obligated to improve Area B. The Developer intends to construct said building within 15 years from January 24, 1983. If such improvement does not take place or Developer relinquishes its interest, then such land shall revert to the condominium for its use. While the right remains with the Developer, the Developer shall pay the real property taxes, assessments, maintenance and any other obligations associated with Area B. As to voting, condemnation proceeds, fire insurance proceeds and any other benefits, the Developer shall not share in such benefits which belongs to Area A. The Unit Owners of Area A shall not be responsible for the obligations and have the benefits of Area B during the period the Developer reserves the right to construct on Area B.

There is no present use for Area B.

THE DEVELOPER, WHEN IMPROVING AREA B, MAY SUSPEND THE USE OF A PORTION OF THE PARKING STALLS IN AREA A WITH NO COSTS, EXPENSES OR DAMAGES TO DEVELOPER DURING THE CONSTRUCTION PHASE OF ANY IMPROVEMENTS BEING CONSTRUCTED IN AREA B.

COMMON ELEMENTS. The common elements for the Project include:

- a. The Land.
- b. The Easement 19 of 44 feet width for roadway and utility purposes.

- c. The Easement 20 for sanitary sewer purposes.
- d. The Easement of 25 feet width for access to Area B.
- e. The 94 parking stalls.
- f. Any installations for services such as power, light, gas, sewer lines, telephone, radio and television signal distribution and like utilities.
- g. Any parts of the Project existing for the common use and are necessary for the maintenance and safety of the Project.

LIMITED COMMON ELEMENTS FOR AREA A. The limited common elements of Area A and Building A of the Project shall include the following:

- a. The land beneath Building A described in the Condominium Map as Area A.
- b. The Building A exterior walls, the structural elements, the exterior walls and the foundations, columns, girders, beams, supports, bearing walls and roof.

LIMITED COMMON ELEMENTS FOR AREA B. There are no limited common elements for Area B.

INTEREST TO BE CONVEYED TO THE PURCHASER. Each unit shall have appurtenant thereto an undivided interest in all of the common elements of the Project. The common interest in the project including voting and other purpose unless otherwise provided for shall be as follows:

COMMON INTEREST FOR AREA A. The common interest for the Area shall total 74 percent, the individual unit allocation being as follows:

<u>Unit Type</u>	<u>Square Feet</u>	<u>Common Interest</u>
Type A	2,400	.0297
Type B	3,600	.0445
Type C	1,920	.0238

The common interest appurtenant to each unit shall be the basis for determining the proportionate share in all common profits and expenses of the property and for all other purposes, including voting, that the owner of each unit shall be entitled to when such profits, expenses, voting and other purposes appertain to both Area A and Area B; but where such purposes appertain to Area A only, the ratio of a unit's percentage share in the common interest in

Area A to the total percentage common interests for Area A shall be the basis for determining the proportionate share in the common profits and expenses of Area A and for all other purposes, including voting, in said Area A.

COMMON INTEREST FOR AREA B. The common interest for Area B shall total 26 percent.

ALTERATION AND TRANSFER OF INTEREST.

Alteration and Transfer of Interests in Units in Building A. The common interest and easements appurtenant to each unit can be altered, subdivided and/or combined by the unit owner where a unit is combined with other units. Where an owner has acquired a number of units, said owner can from time to time subdivide or recast a unit to its original designation subject to the restrictions contained in paragraph 16 of the Declaration and at the sole cost and expense of the owners of the units to be altered.

Alteration of Parking Stall Spaces. The Declarant can change the existing 94 parking stalls by realignment, substitution, change, and /or elimination provided that a minimum of two parking stalls shall be available for the use of each unit in Area A.

Unused Densities. The unused densities and other development rights inhering in Area A shall be transferred automatically to Area B to the extent that such transfer is permissible under the zoning and building codes and ordinances applicable when Area B is submitted to development. To the extent that any joinder of unit owners of Area A is required to effectuate the above, there is reserved unto the Developer and the owner or owners of Area B an irrevocable power of attorney, coupled with interest, to act on behalf of unit owners of Area A, for the purpose of effectuating the above and to execute, acknowledge and deliver such for their instruments as may from time to time be required in order to accomplish the purpose set forth herein.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE:

Area A. The units in Area A are intended and shall from time to time be used for such uses that are then permitted under applicable zoning and building codes and may be rented, leased or otherwise transferred by the owners thereof.

Area B. The use of Area B shall be such uses as are permitted under the zoning and building codes.

OWNERSHIP OF TITLE: The Hawaii Escrow & Title, Inc.'s Report dated June 7, 1983 as supplemented on June 9, 1983 shows ownership of title in the property in W.I. Development, Inc. A Deed dated June 6, 1983 executed

between Railings, Inc. and W.I. Development, Inc. reflects the transfer of the property to the Developer which was filed on June 8, 1983 in the Bureau of Conveyances, State of Hawaii, in Book 17099, Page 442.

ENCUMBRANCES AGAINST TITLE: Said Title Report reports that title to the land is subject to the following encumbrances:

1. For any taxes that may be due and owing, reference is made to the Office of the Tax Assessor, City and County of Honolulu.
2. The reservation in favor of the State of Hawaii of all mineral and metallic mines;
3. The reservation as set forth in that certain Declaration of Taking dated July 24, 1945, filed in the District Court of the United States for the District of Hawaii as Civil No. 533, recorded in said Bureau in Book 2052, Page 88;
4. Rights of way, restrictions, reservations and easements now existing or of record, as mentioned in that certain Deed dated June 24, 1964, recorded in said Bureau in Book 4872, Page 301;
5. 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;
6. Portion of Easement 19 (44 feet wide) for utility and roadway purposes, situate at the southwest (rear) corner of Lot 38, as shown on File Plan No. 1461;
7. Reservation in favor of the United States of America, its successors and assigns, of Easement 2-B for water line purposes, as reserved in that certain Deed dated June 24, 1964, recorded in said Bureau in Book 4872, Page 301;
8. Easement 20 for sanitary sewer purposes, situate along a portion of the southeasterly boundary of Lot 38, as shown on File Plan No. 1461, which said Easement 20 was granted to the City and County of Honolulu by instrument dated September 10, 1976, recorded in said Bureau in Book 13364, Page 136;
9. Easement 23 (5 feet wide) for drainage purposes, situate along a portion of the southeasterly boundary of Lot 38, as shown on said File Plan No. 1461;
10. Real Property Mortgage and Financing Statement dated December 26, 1979 in favor of Honolulu Federal Savings and Loan Association in the sum of \$1,398,000.00, recorded

in the Bureau in Book 14366, Page 489.

11. A Financing Statement covering certain personal property therein described, Railings, Inc., as Debtor, and Honolulu Federal Savings and Loan Association, as Secured Party, recorded in said Bureau on December 28, 1979, in Liber 14366, Page 527.

12. An easement affecting a portion of said land and for the purposes stated herein, and incidental purposes, in favor of Industrial Plaza Associates, a Hawaii General Partnership, for drainage purposes over Easement 23 dated October 24, 1980 and recorded in said Bureau on October 31, 1980 in Liber 15111, Page 293.

13. A Financing Statement covering certain personal property therein described, Railings, Inc., as Debtor, and City Bank, as Secured Party, recorded on March 15, 1981 in said Bureau in Liber 15439, Page 60, for personal property.

14. A Mortgage, to secure an indebtedness of the amount stated herein and any other amounts payable under the terms thereof, dated March 20, 1981 in the amount of \$320,000.00 made by Railings, Inc., a Hawaii corporation, as Mortgagor, in favor of City Bank, a Hawaii corporation, as Mortgagee, and recorded in said Bureau on March 25, 1981 in Liber 15439, Page 62.

Consent thereto by Honolulu Federal Savings and Loan Association, a Federal Savings and Loan Association, dated March 10, 1981, recorded on March 25, 1981, in said Bureau in Liber 15439, Page 69.

15. Agreement by and between Railings, Inc., as Borrower, Mark Edward Wulfert and Barbara B. Wulfert, husband and wife, Raymond H. Wulfert and Barbara L. Wulfert, husband and wife, and Material Purchase System Corporation, a Hawaii corporation, as Guarantors, and City Bank, a Hawaii corporation, as Bank, dated March 20, 1981 in the amount of \$500,000.00, recorded in said Bureau on March 25, 1981, in Liber 15439, Page 71.

16. A Financing Statement covering certain personal property therein described, Railings, Inc., as Debtor, and City Bank, as Secured Party, recorded in said Bureau on July 30, 1981, in Liber 15726, Page 41.

17. A Mortgage, to secure an indebtedness of the amount stated herein and any amounts payable under the terms thereof, dated July 21, 1981 in the amount of \$560,000.00 made by Railings, Inc., a Hawaii corporation, as Mortgagor, in favor of City Bank, a Hawaii corporation, as Mortgagee recorded July 30, 1981, in said Bureau in Liber 15726, Page 42.

Consent thereto by Honolulu Federal Savings and Loan Association, a Federal Savings and Loan Association, dated July 14, 1981, recorded in said Bureau on July 30, 1981, in Liber 15726, Page 49.

18. By-Laws of the Association of Apartment (Unit) Owners of Waihona Industrial Center, dated September 15, 1982, recorded in said Bureau on November 9, 1982, in Book 16681, Page 101.

19. Matters as shown on Condominium file Plan No. 859, filed in the Bureau of Conveyances.

20. The covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and bylaws set forth in the Declaration of Horizontal Property Regime and Bylaws dated September 15, 1982, filed in the Bureau in Book 16681, Page 81, and Book 16681, Page 101, respectively, as amended on January 24, 1983 by First Amendment and Second Amendment filed in Book 16822, Page 13 and Book 17140, Page 794, respectively.

BEING a portion of the land and premises conveyed to the Grantor by Deed dated June 6, 1983, recorded in said Bureau in Book 17099, page 442.

RESERVING, HOWEVER, unto the Grantor, its successors and assigns, and all persons having a fee simple or lessee's interest in Lots 39 and 40 of the Pearl City Industrial park, File Plan 1461, a perpetual license for pedestrian access over and across that portion of Lot 38 which adjoins both Lots 39 and 40.

PURCHASE MONEY HANDLING. A copy of the executed Escrow Agreement dated November 26, 1982, identifies Hawaii Escrow & Title, Inc. as "Escrow". An examination of the specimen Reservation Agreement and Sales Contract and the Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes as amended. The provisions of the executed Escrow Agreement as filed with the Commission provides that disbursements from the escrow fund will be made by Escrow upon the written notification from the Developer that the Real Estate Commission has issued a Final Public Report on the project and that such purchaser has received a copy of said Final Public Report and receipted for the same.

The specimen sales contract provides in part:

1) If the Buyer does not execute and return his receipt for the reports within thirty (30) days from the date of delivery of such report(s), NOTICE IS HEREBY GIVEN BUYER WILL BE DEEMED TO HAVE EXECUTED HIS RECEIPT FOR THE REPORT(S) UPON HIS FAILURE TO ACT WITHIN THE THIRTY (30) DAY PERIOD.

2) If Buyer wishes to purchase under an agreement of sale or pursuant to a first mortgage loan on the unit for the payment of a portion of the purchase price described above, Buyer shall, from time to time, apply to the Seller or to one or more established lending institutions suggested by Seller for eligibility and credit approval by the Seller or the lending institution necessary therefor. Buyer will, on request, promptly execute and deliver all documents and take all steps necessary to complete such agreement of sale and/or loan. Failure of Buyer to comply with any of the aforementioned requests shall constitute a material breach of this agreement, and Seller may at its option, in addition to the other remedies available to it under this agreement and at law and equity, retain as liquidated damages, and not as a penalty, the down payment made by Buyer hereunder. If the application for such loan or eligibility and credit approval therefor is rejected by such lending institution at any time or not approved within forty-five (45) days after submission of such application, Seller has the option to terminate this contract and cause Escrow to refund to buyer all monies previously paid without interest less the cost of any credit reports and all other costs including escrow charges incurred by Seller. Seller shall give written notice of such termination and a copy thereof shall be given to escrow.

It is incumbent upon purchasers and prospective purchasers that they read with care the specimen Sales Contract and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of the condominium apartments are placed in trust, as well as the retention and disbursement of funds.

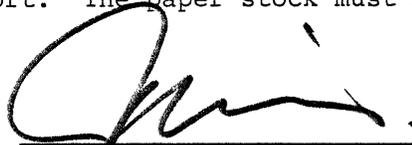
MANAGEMENT AND OPERATIONS: Alliance Realty and Management, Inc. whose address is 677 Ala Moana Boulevard, Suite 307, Honolulu, Hawaii 96813 will act as the initial managing agent.

STATUS OF PROJECT: The Developer advises the Real Estate Commission, that Railings, Inc. has completed the project on August 31, 1982 and is converting the warehouse building into a condominium industrial center.

The purchaser or prospective purchaser shall be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted February 17, 1983 and information subsequently filed as of June 29, 1983.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1532 filed with the Commission on February 18, 1983.

This report, when reproduced, shall be a true copy of the Commission's public report. The paper stock must be white in color.



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

Distribution:

Department of Finance
Bureau of Conveyance
Planning Department, City and County of Honolulu
Federal Housing Administration
Escrow Agent

REGISTRATION NO. 1532

July 11, 1983

WAIHONA INDUSTRIAL CENTER DISCLOSURE ABSTRACT

1. Name of Project: WAIHONA INDUSTRIAL CENTER
2. Address: 96-1407 Waihona Street, Pearl City, Oahu,
Hawaii 96782
3. Name of Developer: W.I. Development, Inc.
4. Address of Developer: 96-1407 Waihona Street, Pearl
City, Oahu, Hawaii 96782
5. Telephone Number: (808) 487-3871
6. Project Manager or Agent: R. H. Wulfert
7. Address: 96-1407 Waihona Street, Pearl City, Oahu,
Hawaii 96782
8. Maintenance Fees: Breakdown of annual maintenance fees
and the monthly estimate cost for each unit are
certified to have been based on generally accepted
accounting principles. See attached certification.
9. Commencement of Maintenance Fees: A unit owner shall
become obligated for the payment of his share of the
common expenses allocated to his unit at such time that
the Developer advises the unit owner that the unit is
ready for occupancy or at such time that the Developer
advises that after a certain date all units, including
the Developer's retained units and/or unsold units,
shall uniformly be required to pay their respective
share of common expenses allocated to all units,
whichever shall first occur.
10. Warranties: The Project is the conversion of an
existing warehouse building and the units have a one
year warranty as to the concrete slab, structural
elements, metal siding and metal roof. There are no
other warranties. Each unit owner will refurbish his
own unit at his own cost and expense.
11. Project: The Project consists of one, one-story
warehouse building consisting of steel frames and metal
siding and a metal roof with a concrete slab floor and
no basement. There is a total of 27 apartment (units)
and 94 surface parking stalls. The units may be used
for any uses that are permitted under applicable zoning
and building codes. The Developer has reserved the
right to develop and construct a building and/or
structure for any use over Area B with parking stalls
and the right to realign, substitute, change and/or
eliminate parking stalls provided that there is a
minimum of two parking stalls shall be available for
the use of each unit in Area A. The use is further
restricted by the Declaration, By Laws and Building
Rules which are incorporated herein by reference.

DATED: Honolulu, Hawaii, 2-17-83.

W.I. DEVELOPMENT, INC.

By Mark E. Wulfert
Its President

WAIHONA INDUSTRIAL CENTER

The operating expenses (Maintenance Fee) for the Waihona Industrial Center as of December 31, 1982 is as follows:

	<u>Monthly</u>	<u>Annually</u>
Electricity	\$ 50.00	\$ 600.00
Administrative	1,200.00	14,400.00
Water, Sewer	200.00	2,400.00
Insurance	700.00	8,400.00
Property Tax	2,000.00	24,000.00

The maintenance fees for each type of units is as follows:

Type A	-	.0297%	-	\$166.42
Type B	-	.0445%	-	\$249.42
Type C	-	.0238%	-	\$133.63

The foregoing has been projected in accordance with generally accepted accounting principles.

W. I. DEVELOPMENT, INC.

By Mark Swanson
Its President