

**REAL ESTATE COMMISSION**

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

STATE OF HAWAII  
1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

**FINAL  
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)  
PUBLIC REPORT**

on  
PIIKOI MEDICAL CLINIC  
1024 Piikoi Street  
Honolulu, Hawaii 96814

Registration Number 1537 (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 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: April 18, 1983

Expire: May 18, 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 ON MARCH 10, 1983, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF APRIL 14, 1983. 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. PIIKOI MEDICAL CLINIC is a feesimple commercial condominium conversion project consisting of a hollow tile and concrete one-story building containing five (5) condominium units. There are twenty-one (21) parking stalls on the ground floor.

2. The Developer has filed all documents and exhibits deemed necessary by the Commission for the registration of this condominium project and the issuance of this Final Public Report.

3. No promotional or advertising materials have been submitted pursuant to the Rules and Regulations promulgated by the Commission.

4. The Declaration of Horizontal Property Regime and By-Laws of Association of Unit Owners have been recorded at the Bureau of Conveyances of the State of Hawaii at Liber 16897, Page 141. The floor plans and elevations (herein "Condominium Map") has been recorded at said Bureau of Conveyances and has been assigned Condominium Map No. 867.

5. 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 Regimes.

6. This Final Public Report automatically expires thirteen (13) months after date of issuance, April 18, 1983, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.

7. This Final Public Report is made a part of the registration of PIIKOI MEDICAL CLINIC project. The Developer is responsible for placing the Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.

NAME OF PROJECT: PIIKOI MEDICAL CLINIC

LOCATION: The land submitted to the Horizontal Property Regime, approximately 8,857 square feet is situated at 1024 Piikoi Street, Honolulu, State of Hawaii.

TAX MAP KEY: First Division 2-4-3:1

ZONING: B-2

DEVELOPER: BENGOSHI LAND, INC., A Hawaii corporation, with its office at Suite 2700, 737 Bishop Street, Honolulu, Hawaii

96813, telephone number 526-3011. The following are officers of the corporation:

Thomas M. Foley, President, Suite 2700, 737 Bishop Street, Honolulu, Hawaii 96813

Takakazu Fukumura, Vice-President, Suite 309, 2525 South King Street, Honolulu, Hawaii 96826

Nancy Fukumura, Secretary/Treasurer, Suite 309, 2525 South King Street, Honolulu, Hawaii 96826

ATTORNEY REPRESENTING DEVELOPER: Foley, Maehara, Judge, Choi, Nip & Okamura; George T. Okamura, Suite 2700, 737 Bishop Street, Honolulu, Hawaii 96813, telephone number 526-3011.

DESCRIPTION OF THE PROJECT: The Declaration of Horizontal Property Regime reflects a five (5) unit condominium project consisting of a one-story building principally constructed of hollow tile and concrete, masonry, steel, glass and aluminum.

1. Description of Building. The building contains five (5) commercial units and twenty-one (21) parking stalls. On the ground floor is the uncovered asphalt paved parking lot containing the twenty-one parking stalls, driveways, loading zones, planting areas, janitorial room, entry, covered patio, covered meter box, walkways, and the five (5) commercial units. The location and approximate size of all of the units and parking stalls, are as shown on the Condominium Map.

2. Description of Units.

A. Each Unit consists of that portion of the Building containing the Unit which lies within the boundaries of the Unit as shown on said Condominium Map, exclusive of any stairways, interior loadbearing walls and pillars, and any existing and future pipes, wires, conduits, ducts, vents and other service and utility lines or equipment which are utilized for or serve more than one Unit. The Unit shall be considered to include any door, window, or other closure therein, and the boundary shall be the unfinished surface of the walls on the side of the Unit, to the effect that the Unit shall include the paint, wallpaper, enamel, stain or other finishings on such surface. The horizontal boundaries of each Unit shall be the unfinished surface of the top of the concrete floor and the unfinished surface of the bottom of the concrete ceiling. Where a Unit consists in whole or in part of unenclosed space, the boundary defining such space is the boundary as shown on said Condominium Map.

B. There are five (5) types of units. The design plans for the units are shown on the Condominium Map. Each unit is of its own design type.

Design Plan 1. Unit No. 1 is approximately 637 square feet, and contains four (4) offices, a men's/women's room,

a reception/secretarial/work area, a closet, and a hallway.

Design Plan 2. Unit No. 2 is approximately 731 square feet, and consists of a work room and a men's/women's room.

Design Plan 3. Unit No. 3 is approximately 861 square feet, and contains five (5) offices, a men's/women's room, three (3) closets, a reception/secretarial/work area, and hallways.

Design Plan 4. Unit No. 4 is approximately 788 square feet, and contains three (3) offices, a men's/women's room, a reception/secretarial/work area and a hallway.

Design Plan 5. Unit No. 5 is approximately 1,846 square feet, and contains sixteen (16) offices, three (3) men's/women's rooms, four (4) closets, a reception/work area, and hallways.

3. Description of Parking Stalls. Each parking stall consists of that portion of the project containing the stall which lies within the boundaries of the stall as shown on said Condominium Map exclusive of any adjacent walls and pillars, stairways, and any existing and future pipes, wires, conduits, ducts, vents, and other service and utility lines which are utilized for or serve more than one stall. The stall consists of the unenclosed space shown on said Condominium Map and can never be enclosed, and the boundary defining such space is the boundary as shown on said Condominium Map. The horizontal boundaries of each parking stall shall be the surface of the concrete or asphalt floor and the surface of the bottom of the concrete ceiling and if no ceiling exists then said stall boundary shall extend vertically to a height of fifteen (15) feet.

Each of the units has access to the covered patio entry which is part of the common elements and to the walkway and parking lot, also part of the common elements.

The floor areas of all units are computed as net area, measured from the interior sides of the walls of all units.

COMMON ELEMENTS: The common elements consist of all parts of the Property other than the Units, including, without limitation, the following:

- A. The land submitted to the horizontal property regime;
- B. The foundations, pillars, girders, beams, supports, main walls, loadbearing walls and structures, roofs and floors of the Project;

- C. The hallways, corridors and walkways, stairs and stairways, ramps, roadways, driveways, loading zones and parking areas;
- D. The lobby areas and the janitorial room;
- E. Entrances and exits to the building, walkways, and planting areas;
- F. Central and appurtenant installations for services such as power, light, gas, water, sewerage and the like;
- G. The covered meter box;
- H. The roof and appurtenant installations;
- I. The parking stalls.
- J. All other areas and parts of the Project and building for the common use or necessary to the maintenance or safety of the Project.

LIMITED COMMON ELEMENTS: Certain parts of the common elements designated "limited common elements" are set aside and reserved for the exclusive use of certain 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 the stairs behind Unit 2, which is a limited common element appurtenant to and reserved for said Unit 2.

INTEREST TO BE CONVEYED TO PURCHASER: The percentage of undivided interest in the common elements appurtenant to each Unit for all purposes, including voting and allocation of common expenses, shall be as set forth below:

<u>Unit No.</u>	<u>Common Interest</u>
1	13.0989%
2	15.0319%
3	17.7051%
4	16.2040%
5	37.9601%
	<u>100.0000%</u>

NOTE: All utilities will be provided on a common meter basis, except that the Declaration provides that the Association of Owners may apportion utility charges based on the recommendations of a professional engineer, unless separately metered or billed at a later date.

PURPOSE OF BUILDING AND RESTRICTION AS TO USE: The Declaration and By-Laws state that the units shall be occupied and used only for medical/dental offices, and only as allowed by law. Subject to such limitations as may be contained in the Declaration, the By-Laws and the House Rules which may be adopted or amended from time to time governing the use of the units and as provided by law. The Declaration also provides

that the Board of Directors of the Association of Owners has the right, in its absolute discretion, to approve or disapprove proposed uses. In addition to, and without limitation of the foregoing:

(a) No pets shall be allowed or kept in any part of the Project

(b) No owner of a Units shall do, or suffer or permit to be done, anything which would impair the soundness or safety of the property, or which would increase the rate or result in the cancellation of insurance applicable to the property, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Units.

(c) No unit owner or occupant shall erect, place or maintain in or about the Project any structure, including without limitation walls, planters and dividers, and no owner shall place or suffer to be placed or maintained any sign, decoration, curtains or drapes, awning or canopy, lettering, advertising matter or thing of any kind, visible from the exterior of his unit, and shall not make any structural additions or alterations, or any decoration, landscaping or commercial fixtures, except as provided in the House Rules as they may be amended from time to time or except according to plans, specifications or requests approved by the Board. In addition:

(1) Owners and tenants may place and maintain tasteful signs, logos, lettering and nameplates on or about the door of their respective units and in the directory in the lobby, but only as provided in the House Rules for the Project, and only on previous approval thereof by the Board.

(2) Subject to compliance with applicable statutes, ordinances, laws, rules and regulations, each owner may, at the sole cost and expense of such owner, decorate his unit, install and remove partitions, paint, paper, panel, plaster, tile, finish and do other work on the interior surfaces of the ceilings, floors, and walls of the unit, substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls, and to install, finish, alter, or substitute any plumbing, electrical or other such fixtures attached to said ceilings, floors or walls. The foregoing shall be subject to approval of plans and specifications by the Board of Directors. Each owner must have on file at all times with the Board of Directors an accurate floor plan of such unit. This section shall not be construed as permitting interference with or damage to the structural integrity of the building or interference with the use and enjoyment of the common elements by other owners.

PURCHASE OPTION IN FAVOR OF ASSOCIATION: The Declaration further grants to the Association of Owners the right to purchase the unit of any owner proposing to transfer said owner's unit, at the same price, terms and conditions of a bona fide offer therefor. Transfer is broadly defined and includes sale, assignment, or disposition by way of Agreement of Sale, leases of three (3) years or more or for which any consideration is received beyond fair market rent, leases with options to purchase, declarations of trust, land trusts, and any other transfer where use and possession of the unit will be transferred. Transfer includes involuntary transfers in addition to voluntary transfers.

OWNERSHIP OF LAND: The Developer has filed with Commission a Preliminary Title Report issued by Aloha Title Co., Inc., dated March 8, 1983, which reveals that ownership of fee simple title is vested in the Developer, Bengoshi Land, Inc.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report reveals that the fee simple title is subject to the following encumbrances:

1. Real Property Taxes that are due and owing for further information, check with the Department of Finance, City and County of Honolulu, State of Hawaii.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Financing Statement recorded on December 3, 1976, in the Bureau of Conveyances of the State of Hawaii in Book 11853, Page 28, made by PIIKOI PROPERTIES, a general partnership, 1024 Piikoi Street, Honolulu, Hawaii, to BANK OF HAWAII, 111 South King Street, Honolulu, Hawaii. (also affects other property)
4. Mortgage dated October 21, 1976, recorded on December 3, 1976 in said Bureau of Conveyances in Book 11853, Page 34, made by PIIKOI PROPERTIES, a general partnership, to BANK OF HAWAII, a Hawaii corporation, which states that it secures a debt in the principal sum of \$120,000.00. The present amount due should be determined by contacting the owner of the debt. (also affects other property)
5. The covenants, agreements, obligations, conditions, easements and other provisions set forth in that certain DECLARATION OF HORIZONTAL PROPERTY REGIME OF "PIIKOI MEDICAL CLINIC" dated February 24, 1983, recorded on March 8, 1983 in said Bureau of Conveyances in Book 16897, Page 141, (Condominium Map No. 867).
6. By-Laws of the Association of Owners of Piikoi Medical Clinic dated February 24, 1983, recorded on March 8, 1983 in said Bureau of Conveyances in Book 16897, Page 194.

The Developer has advised the Commission that the present unpaid balance on the indebtedness connected with the Bank of Hawaii Financing Statement and Mortgage is presently approximately \$23,000.00, and will be discharged of record prior to issuance of unit deeds to purchasers.

PURCHASE MONEY HANDLING: An executed copy of the Escrow Agreement dated February 24, 1983, by and between Aloha Escrow Services Inc., as Escrow, and Bengoshi Land, Inc., as Seller, has been submitted to the Real Estate Commission as part of this registration, and has been found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended particularly with Section 514A-37, 514A-39, 514A-40, 514A-63 through 514A-66. A copy of the Sales Contract has also been submitted to the commission.

The executed Escrow Agreement states in part: that a purchaser shall be entitled to a refund of his funds, and Escrow shall pay the funds to the purchaser, without interest, less Escrow cancellation fee of \$25.00, if purchaser requests in writing refund of his funds, provided, one of the following has occurred:

- (a) Developer has requested Escrow in writing to return to purchaser the funds of purchaser then being held by Escrow; or
- (b) Purchaser's entitlement to a refund pursuant to Hawaii Revised Statutes Section 514A-63, 514A-64, 514A-65, or 514A-66 is established to the satisfaction of Escrow.

It is incumbent upon purchasers and the prospective purchasers to read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of units are placed in trust, as well as the retention and disbursement of said trust fund.

MANAGEMENT OF PROJECT: The By-Laws provide that the operation of the project shall be conducted for the Association of Unit Owners under the direction of the Board of Directors, and the Board of Directors may appoint a responsible corporate managing agent. The initial agent selected by the Developer is Lawrence Ikezaki, C.P.A., whose place of business and mailing address is Room 2, 2210 South King Street, Honolulu, Hawaii 96826.

STATUS OF PROJECT: This project is a conversion to a condominium of an existing building, which was completed in 1954, and is to be sold in "as is" condition.

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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 by the Developer on March 10, 1983, and additional information subsequently submitted as of April 14, 1983.

THIS FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1537, filed with the Commission on March 10, 1983.

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  
BUREAU OF CONVEYANCES  
PLANNING DEPARTMENT, CITY AND COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

Registration No. 1537

Dated: April 18, 1983

PIIKOI MEDICAL CLINIC  
DEVELOPER'S DISCLOSURE ABSTRACT

Date: January 12, 1983

Name and Address of Project:

Piikoi Medical Clinic  
1024 Piikoi Street  
Honolulu, Hawaii 96814  
(TMK: 2-4-3-1)

Name, Address and Telephone No. of Developer:

Bengoshi Land, Inc.  
Suite 2700, 737 Bishop Street  
Honolulu, Hawaii 96813  
Telephone: 526-3011

Name, Address and Telephone No. of Project Manager or Agent:

Lawrence Ikezaki  
Room 2, 2210 South King Street  
Honolulu, Hawaii 96826

Estimated Annual Maintenance Fees and Monthly Estimated Cost  
Per Unit:

Attached Exhibit "A"

Warranties for Units and Common Elements:

Attached Exhibit "B"

Use of Units:

All units of the Piikoi Medical Clinic may be used only as permitted by applicable zoning ordinances, rules and regulations, and other laws, and are intended for medical/dental uses only. The parking stalls are intended and shall be used primarily for parking purposes.

EXHIBIT "A"

It is hereby certified by Bengoshi Land, Inc. that the following estimates of annual maintenance fees and monthly cost per unit were prepared based on generally accepted accounting principles.

Estimated Maintenance Expenses for Project

<u>Item</u>	<u>Monthly</u>	<u>Annual</u>
A. Professional Services	\$ 200.00	\$ 2,400.00
B. Office and Supplies	15.00	181.00
C. Utilities	1,292.00	15,500.00
D. Capital Expenses	693.00	8,310.00
E. Insurance	69.00	829.00
F. Repairs and Maintenance	332.00	3,985.00
G. Parking and Yard	363.00	4,356.00
H. Janitorial, Refuse, Supplies	585.00	7,015.00
I. Taxes	764.00	9,162.00
J. Other	42.00	500.00
<b>Total</b>	<b>\$4,355.00</b>	<b>\$52,260.00</b>

<u>Unit Type</u>	<u>% Common Interest</u>	<u>Estimated Monthly Maintenance Fee Per Unit</u>	<u>Estimated Annual Amount Per Unit</u>
01	13.0989%	\$ 570.00	\$ 6,845.00
02	15.0319%	655.00	7,856.00
03	17.7051%	771.00	9,253.00
04	16.2040%	706.00	8,468.00
05	37.9601%	1,653.00	19,838.00
<b>Total</b>	<b>100.0000%</b>	<b>\$4,355.00</b>	<b>\$52,260.00</b>

BENGOSHI LAND, INC.

By: \_\_\_\_\_

Its

*President*

NOTE: The Buyer is cautioned that the foregoing amounts are estimates for the first year of administration only, commencing February 1, 1983, and are estimates and approximations only, will increase or decrease when the actual costs are received, and no representation or warranty is made that the foregoing are firm. Innumerable variables, including without limitation inflation, increased or decreased services, casualty losses, unit owner delinquencies, unanticipated and unscheduled contingencies, and other factors may cause the actual maintenance assessment per unit to be more or less than that herein noted. Even if costs are accurately estimated presently, such costs (and per unit assessments therefor) will increase with the age of the project, inflation, etc. Maintenance fees will also vary depending on the type of services desired by unit owners. Each purchaser should be familiar with the maintenance schedule and know what presently is and is not within the estimated cost structure.

EXHIBIT "B"

THE SELLER (DEVELOPER) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THE UNITS, COMMON ELEMENTS, APPLIANCES, FURNISHINGS OR OTHER PRODUCTS, OR ANYTHING INSTALLED IN OR UPON THE PREMISES OR USED IN CONNECTION WITH THE PROJECT IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR USE.

The Seller shall attempt to assign to the purchaser, if allowed, any manufacturer's or dealer's warranties, if any, covering any appliances, furnishings or fixtures installed in the unit for the unexpired portion of such warranties.

The Seller intends to hire a construction contractor for construction of the project. The Seller shall attempt to obtain the standard AIA contractor's warranty, described in AIA document A201. If such a warranty is received by the Seller, it will provide substantially as follows:

If, within one year after the Date of Substantial Completion of the Work or designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner (Seller) to do so unless the Owner (Seller) has

previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the (construction) contract. The Owner (Seller) shall give such notice promptly after discovery of the condition.

(The bracketed portions were added for convenience herein only.) If the Seller receives such a warranty, the Seller agrees that if the Purchaser gives the Seller written notice of any such condition promptly after discovery thereof, and during the unexpired duration of such warranty, the Seller shall forward such notice to the contractor.

Purchaser expressly acknowledges and agrees that the Seller does not adopt the contractor's or manufacturer's warranties, if any, hereinbefore discussed, and the Seller is not acting as co-warrantor, but is merely attempting to pass-through to the Purchaser the benefit of such warranties, if any.

At Seller's option, an inspection program may be instituted and, if so, Purchaser agrees to inspect Purchaser's unit on a date and at a time to be specified by Seller and upon completion of such inspection, to sign an inspection sheet to be furnished by Seller which shall list all defects or damages, if any. Purchaser waives all rights of inspection and correction of defects or damages if Purchaser fails to inspect Purchaser's unit on the date and time specified by Seller and Purchaser acknowledges that such waiver shall not in any way

affect or reduce Purchaser's obligations under the Sales  
Contract.