

# 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

SEAVIEW HILL  
Mikiola Drive at Iris Place  
Kaneohe, Hawaii

REGISTRATION NO. 1574

### **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: November 22, 1983  
Expires: December 22, 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 and prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED OCTOBER 5, 1983, AND INFORMATION SUBSEQUENTLY FILED AS OF NOVEMBER 15, 1983. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION ON THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. SEAVIEW HILL is a fee simple condominium project consisting of two (2) residential apartments located in two separate buildings.
2. The Developer of the Project has submitted to the Commission for its examination all documents deemed necessary for the registration of

the condominium project and the issuance of this Final Public Report.

3. The Developer reports that the Declaration of Horizontal Property Regime has been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1201622, the Bylaws of the Association of Apartment Owners has been filed in said Office of the Assistant Registrar as Document No. 1201623, and the Condominium Map for the Project has been filed in said Office of the Assistant Registrar as Condominium Map No. 503.
4. No advertising or promotional materials have been submitted 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, as amended, and the Rules and Regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Final Public Report expires thirteen (13) months after issuance, November 22, 1983, unless a Supplementary Public Report issues, or the Commission, upon review of the registration, issues an order extending the effective date of this report.
7. This Final Public Report is part of the registration of SEAVIEW HILL condominium project. The Developer has the responsibility of placing a true copy of this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and securing a signed copy of the receipt therefor.

NAME OF PROJECT: SEAVIEW HILL

LOCATION: The Project is located at 44-103 and 44-105 Mikiola Drive at Iris Place, Kaneohe, Hawaii and has a land area of approximately 15,353 square feet.

TAX KEY: 4-4-20-15 (1st Tax Division-City and County of Honolulu).

ZONING: R-6 under the Ordinances of the City and County of Honolulu.

DEVELOPER: SEA VIEW HILL, INC., a Hawaii corporation, whose principal place of business and post office address is 733 Bishop Street, Suite 1765, Honolulu, Hawaii 96813. The officers of the corporation are Claudia E. Kay, President, Secretary and Treasurer, John S. Kay, Vice President, and Michael A. Warren, Assistant Secretary (telephone: (808) 531-8512).

ATTORNEY REPRESENTING DEVELOPER: Cades Schutte Fleming & Wright (Attention: Stanley M. Kuriyama), Suite 1200, 1000 Bishop Street, P. O. Box 939, Honolulu, Hawaii 96808 (telephone: (808) 521-9200).

DESCRIPTION OF PROJECT: The Project consists of two (2) apartments, more particularly described as follows:

Apartment A-1 consists of a two story building containing three bedrooms, two baths, a living/dining area and a kitchen, and a basement level containing one bedroom and a two car garage. The apartment contains approximately 1804 square feet of net living area, two lanai or deck areas totaling approximately 560 square feet and a garage/storage area of approximately 407 square feet.

Apartment A-2 consists of a two story building, without a basement, containing three bedrooms, two baths, a living/dining area, a kitchen and an attached two car garage. The apartment contains approximately 1495 square feet of net living area, a lanai or deck area of approximately 268 square feet and a garage/storage area of approximately 545 square feet.

Each apartment is furnished with a refrigerator, dishwasher, disposal, electric range/oven, washer/dryer, rangehood and carpeting or vinyl floor tiling.

Each building is constructed principally of wood and reinforced concrete foundation.

Each apartment has immediate access to that portion of the Land (which is a limited common element to each apartment), leading to the common easement in the project, the private easement appurtenant to the project and out to the public streets.

Each apartment shall be deemed to include the entire building containing the apartment, including, specifically, but not limited to:

- (i) all perimeter walls, floors, foundations and roofs of such building; and
- (ii) all pipes, wires, conduits, and other utility or service lines in such building, or outside such building, if the same are not utilized for or serve more than one apartment.

COMMON ELEMENTS: The common elements of the Project consist only of the following:

- (i) all of the Land, in fee simple;
- (ii) the limited common elements described below;

- (iii) that portion of the land designated as a "driveway" on the Condominium Map and outlined in green on the Condominium Map, including the retaining wall adjoining said driveway;
- (iv) Easements "24," "25," "26" and "27" described in Exhibit A attached to the Declaration;
- (v) all pipes, wires, conduits, or other utility or service lines outside the buildings which are utilized for or serve more than one apartment; and
- (vi) the drainage ditch located at the rear of the Project and more particularly shown and marked in green on the Condominium Map.

LIMITED COMMON ELEMENTS: The limited common elements of the Project consist only of the following:

- (i) that portion of the land designated as Lot A-1 in the drawing located in the lower left corner of Sheet A-1 of the Condominium Map is reserved for the exclusive use of Apartment A-1 for the support of the building comprising Apartment A-1 and other improvements on said Lot and for yard purposes.
- (ii) that portion of the land designated as Lot A-2 in the drawing located in the lower left corner of Sheet A-1 of the Condominium Map is reserved for the exclusive use of Apartment A-2 for the support of the building comprising Apartment A-2 and other improvements on said Lot and for yard purposes.

PERCENTAGE OF UNDIVIDED OWNERSHIP TO BE CONVEYED: Each apartment shall have an undivided fifty percent (50%) interest in the common elements of the Project, in all common profits and common expenses of the Project (except as otherwise provided in the Declaration or the Bylaws), and for all other purposes, including voting. Interests in each apartment will be transferred by the Developer to each buyer under an Apartment Deed, consisting of a deed of the improvements comprising the particular apartment, and an undivided percentage interest in the common elements, inclusive of the land.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: Each apartment shall be occupied and used for residential purposes. The apartments shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty days, or (ii) any rental in which

the occupants of the apartment are provided customary hotel services. The apartments shall not be sold, leased, rented or used for any "time-sharing" or related or similar purpose.

OWNERSHIP OF TITLE: A preliminary report dated November 7, 1983, issued by Title Guaranty of Hawaii, Inc., states that fee simple title to the Land is held by the Developer.

ENCUMBRANCES: Said preliminary report states that the 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 Finance Director, City and County of Honolulu, Hawaii.

2. That certain Mortgage, Security Agreement and Financing Statement in favor of Bank of Hawaii, a Hawaii corporation, dated August 8, 1983, filed in said Office of the Assistant Registrar as Document No. 1186620.

PURCHASE MONEY HANDLING: A copy of a specimen Deposit Receipt and Sales Contract (the "Sales Contract") and an executed Escrow Agreement have been submitted as part of the registration. The Escrow Agreement, dated September 27, 1983, identifies Title Guaranty Escrow Services, Inc. as the "Escrowee." Upon examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly with Sections 514A-37, 39, 40 and 63 through 66. A prospective purchaser should carefully examine the form of Sales Contract and the Escrow Agreement to determine the time for and the amount of the installment payments on the purchase price and his obligations to pay the closing costs. It is incumbent upon the purchaser to read and understand the Escrow Agreement before signing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's down payments and the Sales Contract provides that the purchaser approves the Escrow Agreement.

Among other provisions, the Escrow Agreement provides for the manner in which purchasers may obtain refunds of their escrow deposits. Paragraph 6 of the Escrow Agreement provides as follows:

"(6) Giving Back of Money ("refunds") to the Buyers.

(a) When Will Refunds Be Made. The Sales Contract shows when refunds of Escrow deposits may be made to the Buyer. Escrow agrees to make any refunds as soon as possible after the Buyer and the Seller tell Escrow in writing that a refund should be made as shown in the Sales Contract. No refund is to be made to any Buyer who asks for it unless Escrow gets written approval from the Seller.

(b) Interest on Refunds. The refunds will be made without any interest unless the Sales Contract shows different instructions.

(c) When Escrow May Subtract Cancellation Fees From Refunds. The words "cancellation fees" mean Escrow's cancellation fees which are described in the Sales Contract and will be described later in this Agreement. Cancellation fees may also be charged by the lender who has agreed to lend the Buyer money to buy the apartment. The Sales Contract shows that there are times when Escrow is to subtract cancellation fees from the amount to be refunded unless the Seller tells Escrow not to change the cancellation fees.

(d) Written Notice of Refunds to a Buyer. Escrow shall give each Buyer who is to get a refund written notice of the refund. Escrow will send this notice by registered or certified mail to the Buyer at the address shown on the Buyer's Sales Contract or to the last address which the Buyer may have given to Escrow.

(e) Owner/Occupant Refund. The Condominium Law has certain requirements about refunding a Buyer's deposits. If the Buyer and the Seller request a refund to the Buyer in writing and if the Buyer is shown on Seller's reservation list as an owner/occupant (an owner who plans to live in the apartment) described in Section 514A-104 of the Condominium Law, Escrow will refund the Buyer's deposits if any one of these things has happened:

(i) No Sales Contract has been offered to the Buyer who has been placed on the Seller's reservation list of the Buyers who plan to live in the apartments they buy (in this case only, no cancellation fees will be subtracted from the refund); or

(ii) Although the Buyer has tried to get a loan for enough money to buy the apartment, or a promise for a loan for enough money, the Buyer has not been able to get a loan, or a promise for a loan, before the time allowed to get a loan or a promise for a loan has passed. The Buyer must do this within thirty (30) calendar days after the end of the ten (10) calendar day time when the Seller may sell only to owner/occupants; or

(iii) The buyer has to back out of the Sales Contract within ten (10) days after the preliminary public report is issued because of problem conditions which may cause the Buyer not to be able to live in the apartment, such as a serious illness of the Buyer or of someone in the Buyer's family, a job or military transfer, an unexpected change in the Buyer's material status, or the birth of a child after the Buyer signed the affidavit or intent to occupy the apartment which is required by Section 514A-104 of the Condominium Law; or

(iv) The Buyer, within ten (10) days after the preliminary public report is issued, does not plan to become an owner/occupant."

The Sales Contract, among other things, contains acknowledgments by each purchaser: (i) that the Developer will not sponsor, arrange or promote any program for the rental or temporary use and occupancy of apartments in the Project other than apartments owned by the Developer upon completion of the Project, if any; (ii) that the Developer has authorized no agents, salesmen or brokers to make any representations as to rental or other income from any apartment or any other economic benefit, including possible advantages from the ownership of an apartment under federal or state tax laws, to be derived from the purchase of an apartment in the Project; that no such representations or warranties have been made and that the Developer expressly disclaims and repudiates any representation from any source as to the possible economic benefit arising from ownership of an apartment in the Project; (iii) that the purchaser's right, title and interest under the Sales Contract shall be subject and subordinate to the liens and security interests of any mortgages or other security instruments made by the Developer in favor of any lending institutions to secure one or more loans for the purpose of constructing the Project; and (iv) that the Developer is acting as the general contractor for the Project, and therefore is not giving or making any warranties concerning the workmanship or materials used in the construction of the apartments and the common elements; that the Developer shall use its best efforts to obtain warranties from its subcontractors, but that the Developer makes no representation or warranty that the Developer will be successful in obtaining such warranties or that even if such warranties are obtained, the subcontractors will honor their warranties; that unless prohibited by the terms of any contract or warranty, the Developer agrees without incurring any legal liability therefor, to cooperate with the purchaser and attempt to have all warranties (if any) given by subcontractors performed by the subcontractors; that all such warranties shall be in lieu of any Developer's warranties, express or implied, with respect to the apartment and the common elements; that the Developer, not being the manufacturer of the furnishings and appliances installed in the apartments, nor the manufacturer's agent, disclaims any express or implied warranty of any kind whatsoever with respect to such furnishings and appliances, including the merchantability of such furnishings and appliances or their fitness for any particular purpose; and that the Developer has not made and will not be legally obligated for any other warranties, either express or implied, with respect to the purchaser's apartment, the common elements or anything installed therein.

MANAGEMENT AND OPERATION: The Developer does not intend to hire a managing agent for the Project. Article IV, Section 4.15, of the Bylaws, however, states that the Board of Directors may employ a manager or managing agent to manage and control the Project, subject at all times to direction by the Board of Directors.

STATUS OF PROJECT: Construction of Apartment A-1 was completed in October, 1983, as evidenced by submittal of a copy of the Notice of Completion to the Commission. The Developer estimates that construction of Apartment A-2 will be completed approximately January, 1984.

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The purchaser and prospective purchasers should be cognizant of the fact that this Public Report represents information disclosed by the Developer in the required Notice of Intention submitted October 5, 1983 and information subsequently filed as of November 15, 1983.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1574 filed with the Commission on October 5, 1983.

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



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

Distribution:

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

Registration No. 1574

November 22, 1983

SEAVIEW HILL  
DISCLOSURE ABSTRACT  
(Section 514A-61 HRS)

1. Name of Project: SEAVIEW HILL
- Address: Mikiola Drive at Iris Place  
Kaneohe, Hawaii (TMK 4-4-20-15)
- Developer: SEA VIEW HILL, INC.  
Suite 1765  
733 Bishop Street  
Honolulu, Hawaii 96813  
Telephone: (808) 531-8512
- Project Manager: The Developer does not intend to hire a manager or managing agent for this Project. Article IV, Section 4.15 of the Project's Bylaws, however, states that the Board of Directors of the Project may employ a manager or managing agent to manage the Project.

2. Maintenance Fees:

Attached is a breakdown of the estimated annual maintenance fees for the Project and estimated monthly maintenance fee for each apartment prepared by the Developer as of September 29, 1983. The estimated monthly maintenance fee for each apartment is based on the percentage of undivided interest in the common elements appurtenant to each Apartment. The maintenance fees cover the "common expenses" as defined in the Bylaws of the Association of Apartment Owners of Seaview Hill.

Because the Association of Apartment Owners will be newly organized and will have no history of operation, the Developer can make no assurances regarding the estimated maintenance fees. In addition, such variables as inflation, casualty loss or damages, increased or decreased services from those contemplated by the Developer, apartment owner delinquencies and other factors may also cause the maintenance fees to be greater or lesser than the estimated maintenance fees. The estimated monthly maintenance fee for each apartment does not include the purchaser's obligations for the payment of real property taxes, mortgage loans or limited common element costs and expenses chargeable to the apartment to which the limited common element is appurtenant as set forth in the Declaration.

3. General Contractor's Warranty and Appliance Warranties.

Section E, Paragraph 13 of the Deposit Receipt and Sales Contract provides as follows:

The Seller [Developer] is acting as the general contractor for the Project, and therefore is not giving or making any warranties concerning the workmanship or materials used in the construction of the Apartment and the Common Elements. The Seller shall use its best efforts to obtain warranties from its subcontractors; however, Seller makes no representation or warranty that the Seller will be successful in obtaining any such warranties, or that even if such warranties are obtained, the subcontractors will honor their warranties. Unless prohibited by the terms of any contract or warranty, the Seller further agrees without incurring any legal liability therefor, to cooperate with the Buyer and attempt to have all warranties (if any) given by subcontractors performed by the subcontractors. ALL SUCH WARRANTIES SHALL BE IN LIEU OF ANY SELLER'S WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT AND THE COMMON ELEMENTS. ALSO, THE SELLER, NOT BEING THE MANUFACTURER OF THE FURNISHINGS AND APPLIANCES DESCRIBED IN SECTION A ABOVE, NOR THE MANUFACTURER'S AGENT, DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO SUCH FURNISHINGS AND APPLIANCES, INCLUDING THE MERCHANTABILITY OF SUCH FURNISHINGS AND APPLIANCES OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. HOWEVER, THE BUYER SHALL HAVE THE BENEFIT OF ANY EXISTING MANUFACTURER'S OR DEALER'S WARRANTIES COVERING SUCH FURNISHINGS AND APPLIANCES. OTHER THAN AS STATED ABOVE, THE BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER HAS NOT MADE AND WILL NOT BE LEGALLY OBLIGATED FOR ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED WITH RESPECT TO BUYER'S APARTMENT, THE COMMON ELEMENTS OR ANYTHING INSTALLED THEREIN.

4. Residential:

The apartments in the Project shall be occupied and used for residential purposes. The apartments shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty days, or (ii) any rental in which the occupants of the apartment are provided customary hotel services. The apartments shall not be sold, leased, rented or used for any "time-sharing" or related or similar purpose. The Developer will not sponsor, arrange or promote any program for the rental or temporary use and occupancy of the apartments in the Project. The Developer has authorized no agents, salesmen or brokers to make any representations as to rental or other income from any apartment or any other economic benefit, including possible advantages from the ownership of an apartment under federal or state tax laws, to be derived from the purchase of an apartment in the Project. The Developer hereby expressly disclaims and repudiates any representation from any source as to any possible economic benefit arising from ownership of an apartment in the Project.

5. Commercial Development:

The Project contains no commercial development.

SEAVIEW HILL CONDOMINIUM PROJECT

ESTIMATED ANNUAL MAINTENANCE FEES FOR THE PROJECT

Insurance	\$348
Maintenance & Repair - general	60
Maintenance & Repair - landscape	240
Miscellaneous Expenses	60
Reserves	<u>240</u>
Total Estimated Annual Maintenance Budget	<u>\$948</u>

Estimated Monthly Maintenance Fee For Each Apartment

<u>Apartment No.</u>	<u>Percentage Interest in Common Elements</u>	<u>Monthly Maintenance Fee Per Apartment</u>
A-1	50%	\$39.50
A-2	50%	\$39.50

The Developer hereby certifies that the foregoing estimated Annual and Monthly Maintenance Fee schedules have been based on generally accepted accounting principles.

SEA VIEW HILL, INC.

By Michael J. Williams  
Its Assistant Secretary

Dated: September 29, 1983