

**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**

1823B 10TH AVENUE  
1823B 10th Avenue  
Honolulu, Oahu, Hawaii

REGISTRATION NO. 1642 (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: November 20, 1984  
EXPIRES: December 20, 1985

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 ON THE REQUIRED NOTICE OF INTENTION SUBMITTED OCTOBER 19, 1984, AND INFORMATION SUBSEQUENTLY FILED AS OF NOVEMBER 8, 1984. 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. 1823B 10TH AVENUE is a two-unit, fee simple condominium conversion project consisting of a 13,600 square foot parcel of land, together with the existing improvements thereon, said improvements being two (2) detached, single-family, wood frame dwellings constructed in 1948 and 1959.

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

3. The basic documents (Declaration of Horizontal Property Regime and By-Laws of the Association of Owners) were executed on September 7, 1984, and have been recorded in the Bureau of Conveyances of the State of Hawaii, in Liber 18199, at Page 310 and Liber 18199, at Page 347, respectively. A copy of the floor plans has been filed as Condominium Map No. 927.

4. No advertising or promotional matter has been submitted pursuant to the Rules and Regulations promulgated by the Real Estate 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 promulgated thereunder which relate to Horizontal Property Regimes.

6. This Final Public Report is made a part of the registration of the 1823B 10TH AVENUE condominium project. The Developer has the responsibility of placing a true copy of the Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and of securing a signed copy of a receipt therefor.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, November 20, 1984, unless a Supplementary Public Report issues or the Commission, upon review of the registration issues an order extending the effective period of this Report.

NAME OF PROJECT: 1823B 10TH AVENUE

LOCATION: The site, consisting of approximately 13,600 square feet, is located at 1823B 10TH Avenue, Honolulu, Hawaii, 96816.

TAX MAP KEY NO.: First Division: 3-3-35-09

ZONING: R-6, Residential District

DEVELOPER: MELVIN T. MAEDA and RUTH C. MAEDA, husband and wife, whose residence and post office address is

[REDACTED]

ATTORNEYS REPRESENTING DEVELOPER: WOO, KESSNER & DUCA  
(attention: Vernon Y. T. Woo, Esq., Emma S. Matsunaga,  
Esq. and/or Allison H. Lynde, Esq.), 19th Floor, Central  
Pacific Plaza, 220 South King Street, Honolulu, Hawaii  
96813 (Telephone: (808) 524-0955).

DESCRIPTION OF PROJECT: The Declaration of Horizontal  
Property Regime and the plans submitted by the Developer  
indicate a fee simple project consisting of a 13,600  
square foot parcel of land, together with the existing  
improvements thereon, containing a total of two (2)  
detached, single-family units, each one story in height.  
Both units are single-family residential dwellings  
constructed principally of wood, glass and allied build-  
ing materials on concrete spot footings. The units are  
one story in height and have no elevators. Unit B-1 has  
a storage basement and Unit B has no basement. Unit B  
was completed in 1948 and is approximately thirty-six  
(36) years old. Unit B-1 was completed in 1959 and is  
approximately twenty-five (25) years old.

Unit B and Unit B-1 have access to 10th Avenue  
by a private roadway; and Unit B-1 is adjacent to Unit B  
in an easterly direction; reference is hereby made to  
the Condominium Map.

The units will be numbered in the manner shown  
on the Condominium Map. All unit square footage figures  
are approximate and are based on net living area, as  
measured from the perimeter walls.

Unit B consists of a living room, hallway,  
kitchen, one bathroom and three (3) bedrooms. The net  
floor area of Unit B is approximately 912 square feet.  
Unit B has an adjoining covered work area at the rear of  
the unit, range, refrigerator and water heater. The  
unit includes the entire structure so described.

The structure of Unit B consists of wood beams  
and joists supported on posts and concrete spot foot-  
ings. The covered work area at the rear of the house is  
a concrete slab on grade. The walls are double wall  
construction using stucco finish on the exterior and  
gypsum plaster board on the interior. Windows are  
constructed of fixed glass and glass jalousies with some  
being sliding window types. The roof is comprised of  
wooden carpenters trusses with wooden sheathing and  
composition shingle covering.

Unit B-1 consists of a living room, kitchen,  
one bathroom and two (2) bedrooms. The net floor area  
of Unit B-1 is approximately 750 square feet. Unit B-1  
has a storage basement, range, refrigerator and water  
heater. The unit includes the entire structure so  
described.

The structure of Unit B-1 consists of wood  
beams and joists supported on posts with concrete spot  
footings. The walls are single wall construction using

vertical tongue and groove siding. Windows are constructed of fixed glass and adjustable glass jalousies. The roof is of wooden beam and rafter construction with pitch and gravel roofing.

Parking for each unit is located adjacent to Unit B (see Condominium Map). Unit B is assigned one parking stall and Unit B-1 is assigned two parking stalls and all the parking areas are uncovered. No other parking will be provided.

NOTE: Each unit owner has the right to demolish, reconstruct and renovate his unit as provided in Paragraph 21 of the Declaration. Any new or renovated dwelling shall be built in accordance with the zoning ordinances and rules and regulations of the City and County of Honolulu, and shall be subject to the procedures set forth in Paragraph 21 of the Declaration.

The unit owners also have the right to subdivide or consolidate their units and reapportion the common interest appurtenant thereto upon a duly recorded amendment to the Declaration approved by the vote or written consent of only the unit owners of the subdivided or consolidated units and their mortgagees, all as provided in Paragraph 12 of the Declaration.

COMMON ELEMENTS: Common elements shall include the limited common elements described below and all other portions of the Property, excluding those items defined as part of any unit hereof, but including the portion of land on which the units are located and all elements mentioned in the Act which are actually constructed on the land, and specifically shall include but not be limited to:

- A. The land in fee simple;
- B. All yards, grounds, planters and planting areas and landscaping;
- C. The driveway, access areas, and parking areas which are limited common elements to the units;
- D. All electrical and mechanical equipment and wiring and other central and appurtenant installations for services, including power, lights and water;
- E. All other parts of the Project existing for the common use where necessary to the existence, maintenance and safety of the Project, including the walkway adjacent to Unit B and mentioned in Paragraph E on Page 6 of this Report.

LIMITED COMMON ELEMENTS: Certain parts of the common elements called the "limited common elements" are designated and set aside for the exclusive use of each unit, and each unit shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs of every kind

pertaining to each limited common element, including but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne entirely by the unit to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

A. The site of each unit consisting of the land beneath and immediately adjacent thereto, as shown and delineated on said Condominium Map, including without limitation, any parking and private areas, shall be deemed a limited common element for the sole and exclusive use of the unit to which it is appurtenant.

B. One parking stall for Unit B and two parking stalls for Unit B-1 as shown on the Condominium Map.

COMMON INTERESTS: Each dwelling shall have appurtenant thereto an undivided percentage interest in all the common elements of the Project as follows:

| <u>Unit No.</u> | <u>Percentage of<br/>Common Interest</u> |
|-----------------|--|
| B               | 50%                                      |
| B-1             | 50%                                      |

Each unit shall have said percentage interest in all common profits and expenses of the Project and for all other purposes, including voting on all matters requiring action by the unit owners.

EASEMENTS: In addition to any easements designated in the limited common elements, the units and common elements shall have and be subject to the following easements:

A. Each unit shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services (including but not limited to electricity, water and sewer) for and in support of such units; in the other common elements for use according to their respective purposes. The Association of Apartment Owners (the "Association") shall have the right, to be exercised by its Board of Directors, to change the use of the common elements or to lease or otherwise use the common elements for the benefit of the Association, all as provided and limited by the aforesaid Horizontal Property Act, subject to the exclusive use of the limited common elements as provided in the Declaration.

B. If any common element now or hereafter encroaches upon any unit, a valid easement for such encroachment and maintenance thereof, so long as it continues, does and shall exist. If any building or other improvement shall be partially or totally destroyed and

then rebuilt, minor encroachments by any common elements upon any or limited common element due to reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist. PROVIDED, that in no event shall a valid easement for encroachment be created in favor of the owner of any unit or in favor of any owner of the common elements if such encroachment occurred due to the negligence or misconduct of said owner or owners.

C. The Association shall have the right, to be exercised by its Board of Directors or the managing agent, if any, to enter each unit and limited common elements, from time to time, during reasonable hours as may be necessary for the operation of the Project, or at any time for making emergency repairs therein necessary to prevent damage to any unit or common element.

D. The Developer reserves the right to grant to any public or governmental authority rights of ways and other easements, which are for the sole benefit of the Project, or which do not materially interfere with the use nor materially impair the value of, any unit, over, across, under and through the common elements and limited common elements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities, and rights to enter for the purpose of installing, repairing, altering and removing such lines and facilities and of trimming any trees in the way thereof; PROVIDED, the Association, through the Board of Directors, with the consent or agreement of any holder of any then-existing easement affected thereby, is authorized to grant, convey, transfer, cancel, relocate deal with any and all such public services and utilities easements now or hereafter located on or affecting the Project.

E. The Developer acknowledges that a walkway adjacent to Unit B presently encroaches upon Parcel B. See Condominium Map. Said walkway has been designated a common element for which a valid easement does and shall exist. PROVIDED, however, that the owner of said unit may relocate said walkway from its present location at his own expense or, if said owner demolishes or reconstructs his unit, then in such event, the expense of relocating and/or replacing said walkway shall constitute a common expense of the Project and be governed by Paragraph 16 of the Declaration.

F. Developer acknowledges that a portion of the covered work area which is a part of Unit B encroaches upon the common elements. See Condominium Map. If the owner thereof rebuilds or alters said work area, said owner shall build within the limited common elements appurtenant to said unit.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The Declaration provides that the units of the Project shall

be occupied and used only as private residential dwellings by the respective owners thereof, their families, domestic servants, personal guests and tenants, and for no other purposes.

The proposed House Rules provide in part: (1) that no livestock, poultry or other animals or pets whatsoever shall be allowed or kept in any part of the Project, except for one dog or one cat, aquarium fish and a pair of small birds, subject to conditions more particularly set forth in the House Rules; (2) no inflammable oils or fluids shall be stored in any part of the Project; (3) all units shall be occupied by no more than five (5) persons for two (2) bedroom units, and six (6) persons for three (3) bedroom units; and (4) running, jumping, skateboarding, bicycling, roller skating and playing of any sort is prohibited in the driveway, parking areas and other common areas of the Project.

OWNERSHIP OF TITLE: A Commitment for Title Insurance issued by T.I. of Hawaii, dated October 11, 1984, indicates that title to the land is vested in MELVIN T. MAEDA and RUTH C. MAEDA.

ENCUMBRANCES AGAINST TITLE: Said Commitment for Title Insurance dated October 11, 1984, indicates the following encumbrances:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. Real Property Mortgage, Security Agreement and Financing Statement dated October 14, 1975, recorded on October 15, 1975, in Book 10965, Page 25, made by MELVIN T. MAEDA and RUTH C. MAEDA, husband and wife, as Mortgagor, to HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association, as Mortgagee.

3. The restrictions on use and other restrictions and all other covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Horizontal Property Regime dated September 7, 1984, recorded in the Bureau of Conveyances in Liber 18199, Page 310, and the By-Laws recorded in Liber 18199, Page 347, as the same are or may hereafter be amended in accordance with laws, said Declaration or said By-Laws. (Project covered by Condominium Map No. 927.)

4. Real property taxes as may be due and owing. The Developer states that any delinquent real property taxes and all mortgages shall be paid and/or released before conveying units to individual buyers.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated October 9, 1984, identifies T.I. of Hawaii, Inc., as the escrow agent. Upon examination, the executed Escrow Agreement and specimen sales contract are found

to be in conformance with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly §§ 514-37, 514A-39, 514A-40, 514A-63 and 514A-65. Among other provisions, the Escrow Agreement provides that the escrow agent shall refund to purchaser all of the purchaser's funds, without interest, less a cancellation fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00), if purchaser shall request refund of his funds and such refund is permitted by the Escrow Agreement, sales contract or law.

It is incumbent upon the Purchaser and prospective Purchasers to read and understand the Escrow Agreement before executing the sales contract since the Escrow Agreement prescribes the procedure for receiving and disbursing purchasers' funds.

Among other provisions, the specimen sales contract provides that the Developer makes NO WARRANTIES AS TO ANY DEFECTS IN THE UNITS AND THE COMMON ELEMENTS OF THE PROJECT. THE PURCHASER IS TO INSPECT THE PROJECT AND UNDERSTAND AND AGREE THAT HE IS BUYING THE UNIT IN AN "AS-IS" CONDITION, WITHOUT WARRANTY OF ANY NATURE FROM THE DEVELOPER.

NOTE: The Disclosure Abstract, which is a part of the specimen sales contract, provides that no warranties exist. Purchasers are advised to conduct their own inspection of the unit they desire to buy. The units are sold "As-Is". The Project is a conversion of fully constructed and existing units to condominium status; said improvements are legal and conforming under present zoning ordinances.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the Project shall be conducted for the Association of Owners under the direction of its Board of Directors by a responsible managing agent. No managing agent has been appointed as of the date of this Report.

The Declaration provides that the owner of each unit shall be solely responsible for the maintenance, repair, replacement and restoration of such unit, appurtenant limited common elements and its parking area and the Association shall be responsible for all common elements of the project.

STATUS OF PROJECT: The Developer estimates that the units were constructed as follows: Unit B was constructed in 1948 and is approximately thirty-six (36) years old. Unit B-1 was constructed in 1959 and is approximately twenty-five (25) years old.

According to a letter from the Building Department, City and County of Honolulu, dated June 21, 1984, there are no outstanding notices of uncured violations of the building code or other municipal regulations of the City and County of Honolulu. The units

were built in accordance with code requirements at the time of construction and no variances or special permits were granted.

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The Purchaser or prospective Purchasers should be cognizant of the fact that this published Report represents information disclosed by the Developer in the required Notice of Intention submitted October 19, 1984 and information subsequently filed as of November 8, 1984.

This is the FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT which is made a part of Registration No. 1642 filed with the Commission on October 19, 1984. 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. 1642

November 20, 1984