

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**

1436 KEWALO
1436 Kewalo Street
Honolulu, Oahu, Hawaii

REGISTRATION NO. 1650 (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: December 18, 1984
EXPIRES: January 18, 1986

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 NOVEMBER 30, 1984 AND INFORMATION SUBSEQUENTLY FILED AS OF DECEMBER 13, 1984. 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. 1436 KEWALO is a twelve (12) apartment, fee simple condominium conversion project consisting of a four-story concrete block building constructed in 1974 and fourteen (14) parking stalls, three of which are for compact cars.

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 November 12, 1984 and have been recorded on November 16, 1984 in the Bureau of Conveyances of the State of Hawaii in Liber 18271, at Page 189 and Liber 18271, at Page 236, respectively. A copy of the floor plans has been filed as Condominium Map No. 933.

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 1436 KEWALO 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, December 18, 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: 1436 KEWALO

LOCATION: The site, consisting of approximately 7,858 square feet, is located at 1436 Kewalo Street, Honolulu, Hawaii, 96822.

TAX MAP KEY NO.: First Division: 2-4-20-11

ZONING: A-4, Apartment District

DEVELOPER: ABE LEE DEVELOPMENT, INC., whose principal place of business is 1946 Young Street, Honolulu, Hawaii 96826. Telephone: (808) 524-3055.

living-dining room and a kitchen. They are furnished with range with oven and range hood, refrigerator and disposal. There is no lanai. The net living area of said Apartments is approximately 464 square feet.

The Apartments have immediate access to a corridor leading to two (2) stairways leading to the ground and second, third and fourth levels of the building and to the Project grounds and common elements of the building.

The Apartments will be numbered in the manner shown on the Condominium Map. All Apartment square footage figures are approximate and are based on net living area, as measured from the interior surface of the Apartment perimeter walls. Areas of lanais are computed and reported separately from the enclosed Apartment area.

The Apartments, by number, type and area, are as follows:

<u>Apartment No.</u>	<u>Type</u>	<u>Square Feet</u>	<u>Lanai</u>
201	A	740	86
202	B	464	0
203	B	464	0
204	A	740	86
301	A	740	86
302	B	464	0
303	B	464	0
304	A	740	86
401	A	740	86
402	B	464	0
403	B	464	0
404	A	740	86

Each apartment shall be deemed to include (1) any adjacent lanais to which such Apartment has direct, exclusive access; (ii) all the walls and partitions which are not load bearing within its perimeter walls; (iii) the inner decorated or finished surfaces of all walls, floors and ceilings; (iv) any doors, vestibules, windows or panels along the perimeters; (v) all fixtures

originally installed therein. No Apartment shall include any of the following:

(i) The undecorated or unfinished surfaces of the perimeter walls, the interior load bearing walls or the party walls; the undecorated or unfinished floors and ceilings surrounding each apartment;

(ii) The foundation, the exterior walls, roof, beams and columns of the building of the Project;

(iii) All pipes, wires, conduits and other utility or service liens which are utilized for or serve another or more than one Apartment (the same being deemed common elements as hereinafter provided).

NOTE: Each apartment owner has the right to improve, renovate, remodel, make additions to, remove, replace or restore the improvements to or in his Apartment or portions thereof as provided in Paragraph 17 of the Declaration. Any new or renovated Apartment 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 17 of the Declaration.

The apartment owners also have the right to consolidate their apartments and reapportion the common interest appurtenant thereto upon a duly recorded amendment to the Declaration approved and in compliance with Paragraph 17(B) of the Declaration.

COMMON ELEMENTS: The common elements consist of all of the remaining portions and appurtenances of the project, excluding these items defined as part of any Apartment hereof, but including both the building and portions of land on which the building is located, including specifically, but not limited to:

(a) Said land in fee simple;

(b) All foundations, columns, girders, beams, supports, main walls, roofs, lobbies, corridors, balconies, hallways, stairways, entrances and exits of said building. (Note: The roof of the building is labeled on the Condominium Map as "roof recreation"; however, the roof area is not being utilized as a recreation area because of the high cost of maintenance and other costs related to such use. Access to the roof will be restricted only to personnel authorized by the Board of Directors of the Association of Apartment Owners.)

(c) All yards, grounds, planter and planting areas and landscaping;

(d) The driveway, access areas and parking stalls which are limited common elements to the assigned Apartments;

(e) The laundry facilities located on the ground floor of the building;

(f) All ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities and installations which serve more than one apartment for services such as power, light, water, gas, refuse, telephone, radio and television signal distribution;

(g) All tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use;

(h) Any and all other apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance or safety, and normally in common use.

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 apartment, and each apartment 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 costs of maintenance and repair shall be borne entirely by the Apartment to which it is appurtenant, except that their replacement or improvement shall be an expense of the Association.

Each of the fourteen (14) parking stalls in the project shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned. PROVIDED, HOWEVER, that any or all of such parking stalls may be transferred and assigned as limited common elements appurtenant to other Apartments by way of amendment to this Declaration as hereinafter provided. The stall numbers assigned to the respective Apartments are:

<u>Apartment No.</u>	<u>Parking Stall No.</u>
201	3
202	1
203	2
204	11

<u>Apartment No.</u>	<u>Parking Stall No.</u>
301	4
302	5
303	6
304	7, 14 (compact)
401	8
402	12 (compact)
403	9
404	10, 13 (compact)

COMMON INTEREST: The percentage of undivided interest (the "common interest"), in the common elements appertaining to each Apartment, for all purposes, including voting shall be as follows:

<u>Apartment No.</u>	<u>Percentage Of Common Interest</u>
201	10.671%
202	5.995%
203	5.995%
204	10.671%
301	10.672%
302	5.995%
303	5.995%
304	10.672%
401	10.672%
402	5.995%
403	5.995%
404	10.672%

NOTE: The Apartment Owners have the right to consolidate their Apartments and reapportion the common interest appurtenant thereto upon a duly recorded amendment to the Declaration, subject to the requirements in Paragraph 17(B) of the Declaration.

PURPOSE OF BUILDING AND RESTRICTION AS TO USE: The Declaration provides that the apartments 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 one-bedroom apartments shall be occupied by no more than three (3) persons and all two-bedroom apartments by no more than five (5) persons; 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 November 16, 1984, indicates that title to the land is vested in O & T INVESTORS, a Hawaii registered partnership. The Owner granted the Developer an option to acquire the property by way of a DROA dated August 20, 1984 and amended on October 11, 1984, and the Developer, by letter dated October 19, 1984, has exercised said option and plans to close on or about February 28, 1985.

ENCUMBRANCES AGAINST TITLE: Said Commitment for Title Insurance dated November 16, 1984, indicates the following encumbrances:

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

2. Restrictive covenants set forth in that certain instrument recorded in the Bureau of Conveyances in Liber 348 at Page 361, to-wit: "That no malt, vinous, spirituous or intoxicating liquors of any kind shall ever be sold or exposed for sale or manufactured on the granted premises or any part thereof."

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 November 12, 1984, recorded in the Bureau of Conveyances in Liber 18271, Page 189, and the By-Laws recorded in Liber 18271, Page 236, 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. 933.)

4. Mortgage dated August 1, 1979, recorded on August 1, 1979 in the Bureau of Conveyances in Liber 13888 at Page 621, made by O & T INVESTORS, a Hawaii registered partnership, of Honolulu, as Mortgagor, to OKADA TRUCKING CO., LTD., a Hawaii corporation, as Mortgagee.

5. Real property taxes as may be due and owing. Reference is made to the Department of Finance, City and County of Honolulu.

NOTE: The Developer states that any delinquent real property taxes and all mortgages shall be paid and/or released before conveying apartments to individual buyers.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated November 27, 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 attached hereto 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.

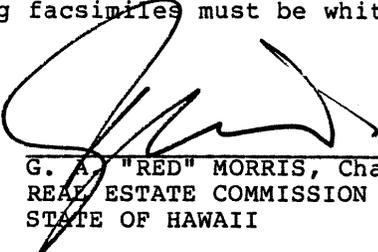
The Declaration provides that the owner of each unit shall be solely responsible for the maintenance, repair, replacement and restoration of such unit, appurtenant limited common elements and its parking area and the Association shall be responsible for all common elements of the project.

STATUS OF PROJECT: The Developer estimates that the project was constructed in 1974 and is approximately ten (10) years old.

According to a letter from the Building Department, City and County of Honolulu, dated September 14, 1984, the four-story, twelve-dwelling-unit apartment building with fourteen (14) off-street parking spaces met all code requirements at the time of construction and no variances or special permits were granted to allow deviations from any applicable codes.

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 November 30, 1984 and information subsequently filed as of December 13, 1984.

This is the FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT which is made a part of Registration No. 1650 filed with the Commission on November 30, 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. 1650

December 18, 1984

DEVELOPER'S DISCLOSURE ABSTRACT

Name and Address of Project:

Name: 1436 KEWALO
Address: 1436 Kewalo Street, Honolulu, Hawaii 96822

Name, Address and Telephone Number of Developer and Project Manager

Developer: ABE LEE DEVELOPMENT, INC.
A Hawaii Corporation
1946 Young Street, Suite 200
Honolulu, Hawaii 96826
(808) 524-3055
(Attn.: Abe Lee)

Breakdown of Maintenance Fees: The breakdown of the annual maintenance fees and the monthly estimated costs for each unit, as determined by generally accepted accounting principles, is attached hereto as Exhibit "A".

Use: The project contains 12 fee simple apartment units. All of the units shall be used only for residential purposes consistent and in conformance with the aforesaid Declaration.

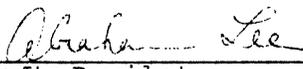
Warranties: The existing units were constructed in 1974. NO WARRANTIES EXIST. NO WARRANTIES FOR FITNESS OF USE OR MERCHANTABILITY OR ANY OTHER ARE MADE AS TO EITHER UNITS OR COMMON ELEMENTS OF THE PROJECT. PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE UNITS THEY DESIRE TO PURCHASE. THE UNITS ARE SOLD "AS IS".

Disclosure: Based upon the report of an independent registered engineer, the Developer represents that the dwellings and all of their structural components and mechanical and electrical installations material to the use and enjoyment of the condominium project are in accordance with the plans and specifications originally filed with the Building Department of the City and County of Honolulu; are in good condition; and contain the following components: Plumbing and electrical fixtures and related piping and wiring. The developer further represents that the dwellings are constructed of concrete and wood which appear in good condition. The Developer believes that the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the condominium are good. NO OTHER REPRESENTATIONS CAN BE MADE REGARDING THE EXPECTED USEFUL LIFE OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS.

The Developer knows of no outstanding notices of uncured violations of building codes or other municipal regulations regarding the dwellings or the Project.

Dated this 21st day of November, 1984.

ABE LEE DEVELOPMENT, INC.


By Its President

1436 KEWALO

PROJECTED ANNUAL MAINTENANCE BUDGET

ESTIMATED OPERATING EXPENSES:

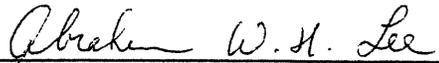
Water & Sewer	\$ 2300
Insurance for Common Areas	1100
Repairs & Maintenance	850
Management Fee	0
Utilities - Electricity	1550
Utilities - Gas	3300
Maintenance - Yard	1500
Maintenance - Refuse Collection	765
Maintenance Reserve	0
CPA Audit	<u>150</u>
Total	\$11515

ESTIMATED MONTHLY EXPENSES: \$ 960

ESTIMATED MONTHLY MAINTENANCE FEE FOR EACH UNIT

UNIT	MONTHLY FEE
Units 201,204,301,304,401,404	\$102.45
Units 202,203,302,303,402,403	\$ 57.55

ABE LEE DEVELOPMENT, INC.


Abraham W.H. Lee
Its President

DATED this 12th day of December, 1984.

EXHIBIT "A"