

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

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

ON
MOKULEIA COUNTRY HOMES
Corner of Au and Apuhihi Streets
Mokuleia, Oahu, Hawaii

REGISTRATION NO. 1670

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 but may only take reservations therefore after

- (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 12, 1985

Expires: May 12, 1986

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 SUBMITTED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MARCH 15, 1985 AND INFORMATION SUBSEQUENTLY FILED AS OF APRIL 4, 1985. 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. MOKULEIA COUNTRY HOMES is a proposed residential fee simple condominium project with a total of 7 units and 9 open parking stalls.
2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Owners and a copy of the Condominium Map) have been submitted to the Commission for examination but have not yet been filed.
4. No advertising or promotional matter has 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 Condominium Rules and Regulations which relate to the Horizontal Property Regime.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, April 12, 1985, unless a Final or Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.
7. This Preliminary Public Report is made a part of the registration of MOKULEIA COUNTRY HOMES Condominium Project. The Developer is responsible for placing a true copy of this Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.

NAME OF PROJECT: MOKULEIA COUNTRY HOMES.

LOCATION: The 10,914 square foot property to be committed to the regime as a fee simple condominium project is situated at the corner of Au and Apuhihi Streets, Mokuleia, Oahu, Hawaii.

TAX MAP KEY: First Division, 6-8-011: 014.

ZONING: A-2.

DEVELOPER: Homes International, Inc., a Hawaii corporation, whose address is 1314 South King Street, Suite 621, Honolulu, Hawaii 96814, Telephone (808) 521-4246.

The Officers are:

<u>Name and Title</u>	<u>Residence Address</u>
Francia S. Cecilio President/Treasurer Director	94-1077 Mahua Place Waipahu, Hawaii 96797
Rafael N. Sambajon Vice President Director	2463 Kuhio Ave., #305 Honolulu, Hawaii 96815

Fernando A. Sambajon 94-1077 Mahua Place
Secretary Waipahu, Hawaii 96797
Director

ATTORNEY REPRESENTING DEVELOPER: Hiroshi Sakai, Attorney at Law, A Law Corporation, and Michael H. Sakai, Suite 602, 810 Richards Street, Honolulu, Hawaii 96813, Telephone (808) 531-4171.

DESCRIPTION OF THE PROJECT: The proposed Declaration of Horizontal Property Regime reflects the Project is to consist of two, two-story wood frame buildings with no basement and a fiberglass shingle roof and 9 parking stalls to be constructed thereon in accordance with plans and specifications prepared by Frederick M. Johnson, Registered Professional Architect. There is located in Building 1 five (5) townhouse type apartments and in Building 2 two (2) townhouse apartments.

The apartments in the Project consist of one basic type of apartment. The ground floor is concrete and contains the living/dining room, kitchen, and one-half bath. There is also a porch and lanai on the ground level. The second floor contains two bedrooms and one bath. The net living area for the ground floor is 407.84 square feet and the second floor is 407.84 square feet with a total of 815.68 square feet for each apartment. Each apartment has its own interior staircase.

The net living area is measured from the interior surface of the apartment perimeter walls.

The number and location of the apartments are as shown on the Condominium Map with the apartment located furthest to the left when looking from Apuhihi Street in Building 1 being numbered one and run in ascending consecutive numbers through five in Building 1 and then consecutively to six and seven in Building 2.

Each apartment has access to the street through the sidewalk and parking area to the street.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls. The floors and ceilings surrounding each of them or any pipes, wires, conduits or other utility lines running through them which are utilized for or serve more than one unit are deemed common elements as herein provided. Each apartment shall be deemed to include all the walls and partitions, floors and ceilings which are not load bearing within its perimeter walls including paint, wallpaper, or the like, carpeting, floor covering and built-in fixtures. Additionally, the boundary lines of each apartment are the exterior of doors, windows, and glass walls and the frames thereof and the lanai.

NOTE: An apartment owner with the written approval of the Board of Directors may install a solar energy system to serve his apartment or any other apartments in the Project. Such apartment shall have an easement in his favor to place, maintain and operate a solar energy system on the roof of the building in which such apartment is located and over, across and through such other common elements of the building as shall be reasonably required in connection with the operation and repair of the solar energy system,

subject to such conditions as the Board shall impose. The apartment owner shall be responsible for the upkeep, maintenance and removal if the apartment owner does not continue the system and if in default of this condition, then the Board may correct such violation and recover its costs and expenses including a reasonable attorney's fees.

COMMON ELEMENTS: The common elements include:

- a. The land in fee simple.
- b. The foundations, floor slabs, columns, girders, beams, supports, posts, bearing walls and roofs in the buildings.
- c. The yards, landscaping, parking area, and trash area.
- d. The central and appurtenant installations for services such as power, light, gas, telephone, sewer, hot and cold water and like utilities.
- e. Parking stalls Nos. 8 and 9 for guest parking.
- f. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project.

LIMITED COMMON ELEMENTS: The limited common elements are the parking stalls set aside and reserved for the exclusive use of each apartment located on the ground level, the parking stall being designated the same number as the apartment number. Notwithstanding any provision in the Declaration, the apartment owners with the consent of the Mortgagee, if any, shall have the right to change the designation of parking stalls which are appurtenant to the respective apartments by amendment to the Declaration and the respective apartment deeds or leases involved. The amendment shall be effective upon recording or filing of the same for record with the Bureau. Privacy yard areas which are appurtenant to each apartment are limited common elements set aside and reserved for the exclusive use of each apartment as set forth in the Condominium Map.

COMMON INTEREST: Each apartment shall have appurtenant thereto an undivided one-seventh (1/7th) interest in all the common elements of the Project for the determination of the common profits, expenses, voting and for all other purposes.

ALTERATION AND TRANSFER OF INTERESTS: Except as herein specified, the common interest and easements appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all of the apartment owners affected, expressed in an amendment to this Declaration duly filed. The common interest and easements shall not be separated from the apartment to which they appertain and shall be deemed to be conveyed, leased or encumbered with such apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The apartment shall be occupied and used as an apartment and residential dwelling or for any other uses that are permitted under the

zoning ordinances of the City and County of Honolulu. The Board may adopt such rules governing the use of the apartments which may control the use of the apartments for any transient and/or hotel purposes. The parking stalls are intended for parking purposes and shall not be used for any other purpose except as may be approved by the Board from time to time.

Among other provisions, the House Rules state that no livestock, poultry or other animals or pets shall be allowed or kept in any part of the project without the prior written consent of the Board of Directors.

OWNERSHIP OF TITLE: A copy of the Preliminary Report issued by American Pacific Title Company, Inc. dated January 16, 1985 certifies that ERNESTO M. SANTOS is the fee owner of the property. The fee owner has entered into an Agreement of Sale to sell the property to Salvador Barrameda Cecilio and Francia Sambajon Cecilio who in turn assigned the buyers' interest in the Agreement of Sale to the Developer.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report issued by American Pacific Title Company, Inc. notes the following encumbrances against the property:

1. The restrictive covenants as set forth in Deed dated August 2, 1963, recorded in Liber 4568, Page 346.

2. Agreement of Sale made by and between Ernesto M. Santos, husband of Felicidad Corcuera Santos, as Seller, and Salvador Barrameda Cecilio and Francia Sambajon Cecilio, husband and wife, dated November 1, 1979, recorded in the Bureau of Conveyances, State of Hawaii, in Liber 14113, Page 146. The Purchaser's Interest was assigned to Homes International, Inc. by instrument dated February 26, 1985 and recorded in the Bureau of Conveyances, State of Hawaii, in Liber 18483, Page 798.

3. For real property taxes due and payable, reference is hereby made to Director of Finance, City and County of Honolulu.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated February 26, 1985 certifies American Pacific Title Company, Inc., as Escrow. On examination, the specimen Reservation Agreement and Sales Contract and 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 disbursement from the escrow fund will be made by Escrow Agent from time to time to pay for the following upon approval by a Mortgagee:

- (i) Finance or legal fees and other incidental Project expenses upon the submission to Escrow of request for payment and bill or invoice, provided, that all such requests for disbursements including bills or invoices shall have been first approved by Developer's Mortgagee(s);

- (ii) Payment of interest due on Mortgagee Loan Funds;
- (iii) Payment of sales commissions to sales agent in such amounts as shall be certified for payment by Developer and approved by Developer's Mortgagee(s).

No disbursements of Buyer's funds shall be made by the Escrow for payments of construction costs unless bills, which have been approved or certified for payment by the Developer's mortgagee or financially disinterested character of a person approving or certifying payment, Escrow shall have the right to rely on a certificate to this effect from such person.

The balance of the monies remaining in the escrow fund shall be disbursed in accordance with the direction of Developer only upon completion of the Project, and upon receipt by Escrow of satisfactory evidence of all mechanic's and materialmen's liens have been satisfied (and cleared of record where filed) or sufficient funds have been set aside to cover such claims, if liens have in fact been filed and have not been satisfied, otherwise, forty-six (46) days after the filing with Escrow of a copy of the Affidavit of Publication of Notice of Completion pursuant to the provisions of Chapter 507, Hawaii Revised Statutes.

The buyer of a living unit under a sales contract shall be entitled to refund of all payments made to date thereof, less such fees as hereinafter enumerated, if any, and without interest. Escrow agrees to make such refund to Buyer out of funds then on deposit with Escrow, if Buyer shall so request in writing and any one of the following events shall have occurred:

- (i) Seller requests Escrow Agent to return to Buyer the funds of Buyer then being held hereunder by Escrow Agent; or,
- (ii) Seller notifies Escrow Agent of Seller's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated therein or otherwise available to Seller or;
- (iii) If a Buyer's funds were obtained prior to the issuance of a Final Public Report and the request is prior to the time the Final Public Report is issued; or
- (iv) If the Final Public Report differs in any material respect from the Preliminary Public Report, unless the Buyer has receipted for the Final Public Report.

MANAGEMENT OF PROJECT: A Management Agreement dated March 15, 1985 has been entered into with Aina Koa Realty whose principal place of business is 94-229 Waipahu Depot Road, Suite 207,

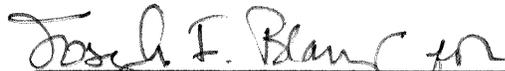
Waipahu, Hawaii, Telephone No. 671-4551 as the initial managing agent for the Project.

STATUS OF PROJECT: The Developer has advised the Real Estate Commission that construction of the buildings will commence 90 days after financing for construction has been obtained.

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 March 15, 1985 and information subsequently filed as of April 12, 1985.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1670 filed with the Commission on March 15, 1985.

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


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

Distribution:

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

REGISTRATION NO. 1670

April 12, 1985