

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
VINEYARD PLACE
927 & 927A Olomea Street and
828 & 832 Lakimela Lane
Honolulu, Hawaii

REGISTRATION NO. 1678 (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: July 25, 1985
Expires: August 25, 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 DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED May 14, 1985 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF July 18, 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. VINEYARD PLACE is a fee simple condominium project which, according to the Developer's plans, will contain four (4) residential apartment units located in four detached buildings. There will be a total of six parking stalls, three of which are covered and three of which are uncovered. All are located at ground level.

2. The Developer of the Project has submitted to the Commission for examination 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 Developer advises that the Declaration of Horizontal Property Regime and the By-Laws of Association of Apartment Owners has been recorded with the Bureau of Conveyances in Liber 18751, Page 315 and 348 respectively. The Condominium File Plan has been filed in said Bureau as Condominium File Plan No. 963.

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 Hawaii Real Estate Commission Rules and Regulations which relate to Horizontal Property Regimes.

6. This Final Public Report is made a part of the registration of VINEYARD PLACE condominium project. The Developer shall be responsible for placing a true copy of this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, July 25, 1985, 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: VINEYARD PLACE

LOCATION: The land to be submitted to the regime and on which the project will be situated is located at Kapalama, City and County of Honolulu, Oahu, State of Hawaii, containing 10,809 square feet.

TAX MAP KEY: 1-6-1-60 First Division.

ZONING: R-6

DEVELOPER: EDWARD HIROICHI ONOUE, unmarried, ROY HIROSHI ONOUE, unmarried, and LAURA HIROSHI ONOUE, widow, whose mailing address is 1336 Alewa Drive, Honolulu, Hawaii. Telephone No. (808) 735-4200.

ATTORNEY REPRESENTING DEVELOPER: Grad & Ching, Attorneys
At Law (Jeffrey S. Grad), Suite 2001, 841 Bishop Street,
Honolulu, Hawaii 96813. Telephone No. (808) 521-4757.

DESCRIPTION OF PROJECT: The Project consists of four (4) apartments (each called interchangeably a "Unit", an "Apartment" of "Dwelling". The Apartments are identified on the Condominium Map as "Model A", "Model B", "Model C" and "Model D". Each Dwelling has appurtenant to it the right to use the yard area, the parking stalls and other areas described below as Limited Common Elements.

DESCRIPTION OF APARTMENTS: One (1) freehold estate is designated in each of the four Apartments contained in the Project, within the spaces enclosed by and within the outside surfaces of the exterior walls and roof and the bottom surfaces of the footing and foundations of each Dwelling.

Note: The Net living area of each Apartment is not calculated according by this perimeter; rather it is calculated according to the interior surfaces of the walls and doors.

Dwelling A is a one-story single family residence containing five rooms including a living room, a kitchen, two bedrooms and one bath. Dwelling A contains approximately 545 square feet of net living area and a carport - garage (and storage area) with a single regular-size parking stall. The carport-garage is approximately 284 square feet. Dwelling A contains a range and refrigerator.

Dwelling B is also a one-story single family residence. It contains ten (10) rooms including a living room, a kitchen, a family room, a bar area, four bedrooms and two baths. Dwelling B contains approximately 1,196 square feet of net living area. Dwelling B contains a range and refrigerator.

Dwelling C is a two-story single family residence. It contains ten rooms. There are two bedrooms on each of the two floors, one bath on each floor, a bar area, a family room on the upper level, a living room on the lower level and a kitchen on the upper level. Dwelling C contains approximately 1,220 square feet of net living area, which includes an enclosed lanai of 57 square feet. It also has a carport of 187 square feet containing a single regular-size parking stall. Dwelling C contains a range, refrigerator and washer.

Dwelling D is a one-story single family residence containing eight (8) rooms including a living room, kitchen, one and one-half baths and four bedrooms. Dwelling D contains approximately 1,190 square feet of net living area. It also has a carport of 148 square feet containing a single compact-size parking stall. Dwelling D contains a range.

Parking. The Project contains five regular-size parking stalls and one compact stall. There is attached to Dwelling A, Dwelling C and Dwelling D a single stall carport or garage (all regular size except for Dwelling D carport which has a compact stall) . Dwelling B has the exclusive use of two uncovered parking stalls (one located on Parcel B and the other is Parcel E shown on the Condominium Map). Dwelling D also has the exclusive use of one additional regular-size parking stall which is uncovered and is located on Parcel D as shown on the Condominium Map. The parking stalls are as shown on the Site Plan which constitutes one of the Condominium Maps.

Apartment Numbers and Location. Dwelling A is located closest to the Northwesterly border of the land. Dwelling B is located immediately to the southeast of Dwelling A; Dwelling C is located immediately to the southeast of Dwelling B, and Dwelling D is located immediately to the east of Dwelling C, all as shown on the Condominium Map.

Dwellings C and D have access to Olomea Street by way of a common driveway, which is shown on Easement 1 and Easement 2 on the Condominium Map. The common driveway is included as a Common Element of the Project. Dwelling A has access to Olomea Street across a driveway located on Parcel E as designated on the Condominium Map (Parcel E is also a Common Element).

COMMON ELEMENTS. One freehold estate is hereby also designated in all the remaining portions of the Project, herein called the "Common Elements".

- a. All of the Land in fee simple.
- b. The driveway indicated on the Condominium Map as Easement 1 and Easement 2.
- c. All other roadways, access areas and three parking stalls.
- d. Parcels E and F shown on the Condominium Map.
- e. All other portions of the Land and improvements not specifically heretofore designated as Apartments or Dwellings, but which are intended for common use and all other devices and installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the Horizontal Property Regime.

LIMITED COMMON ELEMENTS. Certain parts of the common elements, herein called the "Limited Common Elements" are hereby designated and set aside for the exclusive use of each Dwelling, and each Dwelling 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 Dwelling to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

The site of each Dwelling, called a "Dwelling Lot" consisting of the land beneath and immediately adjacent to each Dwelling. Each Dwelling Lot is indicated as a "Parcel" and is as shown on the Condominium Map. Each Dwelling Lot has the same letter designation as the Dwelling to which it is appurtenant), and is deemed a limited common element for the exclusive use of the Dwelling to which it is appurtenant; and

Parcel F is for the exclusive use of Dwelling B.

INTEREST TO BE CONVEYED TO PURCHASER: The fraction (percentage) of undivided interest in the common elements appurtenant to each apartment is set forth below. Each apartment shall have said fraction in all common profits and expenses of the Project and for all other purposes, including voting on all matters requiring action by the apartment owners.

<u>Apartment No.</u>	<u>Percentage</u>
Dwelling A	20.8
Dwelling B	23.8
Dwelling C	25.3
Dwelling D	30.1

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: A Dwelling shall be occupied and used only as a private dwelling by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. A Dwelling shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the Dwelling are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen, or bellboy service. Except for such transient or hotel purposes, the owners of a Dwelling shall have the absolute right to lease the same subject to limitation, restrictions, covenants and conditions of this Declaration.

OWNERSHIP OF TITLE: A Preliminary Title Report issued on July 2, 1985, by Founders Title & Escrow of Hawaii indicates that Laura Chiyoko Onouye, Edward Hiroichi Onouye and Roy Hiroshi Onouye have title as joint tenants to the land committed to the Project.

ENCUMBRANCES AGAINST TITLE. Said Preliminary Title Report dated July 2, 1985, reveals the following encumbrances:

1. Easement in favor of the State of Hawaii as granted by instrument dated February 18, 1964, recorded in the Bureau of Conveyances of the State of Hawaii, in Book 4701, Page 469.
2. Mortgage dated July 12, 1976, recorded in Book 11537, Page 304, in favor of International Savings and Loan Association, Limited.
3. Mortgage dated May 21, 1979, recorded in said Bureau in Book 13715, Page 747, in favor of Bank of Hawaii.

4. Title to all minerals and metallic mines reserved to the State of Hawaii.

5. Subject, however, to a portion of an existing Drain Easement and the following easements:

- (a) DRIVEWAY EASEMENT 1;
- (b) SEWER EASEMENT 3;
- (c) DRIVEWAY EASEMENT 2.

6. A 12-foot setback line as shown on the map attached to that certain Deed dated June 27, 1985, recorded in Book 18751, Page 306.

7. Condominium Map No. 963 filed in the Bureau of Conveyances, State of Hawaii.

8. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions and easements, set forth in the Declaration of Horizontal Property Regime dated June 27, 1985, recorded in the Bureau of Conveyances, State of Hawaii, in Book 18751, Page 315.

9. By-Laws of the Association of Apartment Owners of Vineyard Place dated June 27, 1985, recorded in Book 18751, Page 348.

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

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated May 13, 1985, identifies Founders Escrow & Title of Hawaii, as Escrow Agent. On examination, the Reservation Agreement, Deposit Receipt and Sales Contract and the executed Escrow Agreement are found to be in compliance with Hawaii Revised Statutes, Chapter 514A, as amended.

Among other provisions, the executed Escrow Agreement states that a Purchaser under a Reservation Agreement, Deposit Receipt and Sales Contract (hereinafter, the "Sales Contract"), shall be entitled to certain rights of cancellation pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, and/or pursuant to the provisions of the Sales Contract. The Sales Contract provides that a purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to such Purchaser without interest, if any one of the following has occurred:

(a) Developer and the Purchaser shall have requested Escrow in writing to return to Purchaser the funds of Purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the Sales Contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

In any of the foregoing events, Escrow shall pay said funds to said Purchaser and thereupon said Sales Contract and any conveyance document theretofore delivered to Escrow shall be returned to Developer and shall be deemed no longer held hereunder; provided, however, that no refund shall be made to a Purchaser at Purchaser's request prior to receipt by Developer of written notice from escrow of its intent to make such refund.

The Sales Contract also provides for other rights of cancellation by Developer and such include, but are not limited to, the following:

1. If Purchaser shall have died prior to his acquisition of title to the apartment, the Developer may elect to return all sums paid hereunder to Purchaser's estate or legal representative, and thereupon all rights of Purchaser shall cease and terminate without further liability on the part of the Developer.

2. If Purchaser shall have sought financing and application is not approved within sixty (60) days.

NOTE: Prospective purchasers should be aware that all security interests obtained by any lender in connection with the Project as well as any extensions, renewals or modifications thereof shall be prior to and superior to any and all liens or charges arising from the Sales Contract or any other prior reservation agreement.

MANAGEMENT AND OPERATION: The By-Laws of this project state that the management and operation of the project shall be vested in the Board of Directors, that the Board of Directors shall employ, for the Association of Apartment Owners, a Managing Agent to perform such duties as the Board shall authorize, including the collection of all assessments from the Owners. The Developer has not yet entered into a Property Management Agreement and until a corporate or other managing agent is appointed, Edward Hiroichi Onouye, the developer, will serve as the initial Managing Agent. It is intended that after sale of the Project that the owners of the Apartments in the Project will self-manage the Project.

ALTERATION OF APARTMENTS: Subject to meeting other requirements outlined in the Horizontal Property Regimes, each dwelling owner has the right at his or her sole option at any time without the consent of anyone other than the holders of liens affecting the dwelling to improve, renovate, remodel, make addition to, remove, replace or restore improvements to or in his or her dwelling or portion thereof.

STATUS OF PROJECT: The Project is completed as it is a conversion of existing structures. By letter dated June 19, 1985, the Building Department of the City and County of Honolulu has verified that all four dwellings met the code requirements at the time of construction and there were no variance or special permits granted to allow deviation from any applicable codes.

PRIOR NON-CONFORMING STRUCTURE: Purchaser understands that the Apartment may constitute a prior "non-conforming structure" as defined in the Comprehensive Zoning Code of the City and County of Honolulu. A "nonconforming structure" is defined "any structure which was previously lawful but which does not comply with the bulk, yard, setback or height regulations of the district in which it is located, either on the effective date [of the Comprehensive Zoning Code (January 2, 1969)] or as a result of any subsequent amendment thereto." In particular, Seller discloses that such non-conformity includes, but may not be limited to, the garage of Model A with respect to front of sideyard set backs; the ceiling height on the first story of Model C; and Model D with respect to the required front yard.

The Zoning Code further provides that a nonconforming structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) Enlargement or alteration. No nonconforming structure may be enlarged or altered in any which increases its non-conformity.
- (2) Damage or destruction. If a nonconforming structure is destroyed by any means to an extent of more than 50% of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of the Zoning Code.
- (3) Relocation. If a nonconforming structure is moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

Purchaser understands that purchasing a structure which is "nonconforming" is a risk of which he has been informed and which the Purchaser accepts.

PURCHASERS AND PROSPECTIVE PURCHASERS SHALL BE APPRISED THAT THERE MAY BE, AMONG OTHER REQUIREMENTS, ZONING CODES, BUILDING RESTRICTRION LAWS AND LAND USE LAWS PRECLUDING THE PURCHASER OR PROSPECTIVE PURCHASERS FROM MAKING CHANGES TO THE PROPERTY AND BUILDING SUBMITTED HEREIN FOR REGISTRATION AS A CONDOMINIUM PROJECT. PURCHASERS AND PROSPECTIVE PURCHASERS SHOULD ACQUAINT HERSELF OR HIMSELF WITH SUCH REQUIREMENTS AT THE APPROPRIATE GOVERNMENT AGENCIES.

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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 May 14, 1985, and information subsequently filed as of July 18, 1985.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1678 filed with the Commission on May 14, 1985. The report, when reproduced shall be a true copy of the Commission's Final 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, CITY AND COUNTY OF HONOLULU
BUREAU OF CONVEYANCES
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ESCROW AGENT
FEDERAL HOUSING ADMINISTRATION

Registration No. 1678

Dated: July 25, 1985

VINEYARD PLACE

DISCLOSURE ABSTRACT

1. (a) PROJECT: VINEYARD PLACE
Olomea Street and
Lakimela Lane
Honolulu, State of Hawaii
 - (b) DEVELOPER: EDWARD H. ONOUE
ROY H. ONOUE
LAURA C. ONOUE
1336 Alewa Drive
Honolulu, Hawaii
Telephone: (808) 735-4200
 - (c) MANAGING AGENT: Edward H. Onouye
2. Breakdown of annual maintenance fees and monthly estimate costs for each unit (revised and updated every twelve (12) months and certified to have been based on generally accepted accounting principles).
- See attached Exhibit "A"
3. DESCRIPTION OF ALL WARRANTIES COVERING THE UNITS AND COMMON ELEMENTS: The Developer is not making any warranties relating to the materials and workmanship of the Units or the common elements. To the extent any appliances are covered by manufacturer's warranty, such warranties will be assigned to an Apartment Owner.
4. USE OF UNITS. The Vineyard Place Project will consist of four (4) units which will be used for residential purposes by the respective owners thereof, their tenants, families and domestic servants and social guests, and for no other purpose.
5. EXISTING STRUCTURES BEING CONVERTED. Based upon a report prepared by Endre Toth, Independent Registered Professional Engineer, the Developer states:
- a. The present conditions of all structural components and mechanical and electrical installation material to the use and enjoyment of the condominium appears to be good.
 - b. The Developer makes no statement with respect to the expected useful life of each item set forth in paragraph (a); and
 - c. There are no outstanding notices of uncured violations of building code or other municipal regulations.

EXHIBIT "A"

ESTIMATED OPERATING EXPENSES

VINEYARD PLACE

For Period July 1, 1985 to June 30, 1986
As Prepared by Developer

Estimated Annual Expenses

Grounds Maintenance and Water/Sewer and Electricity *	\$ -0-
Fire/Liability Insurance: **	
Management Fee:	\$ -0-
Miscellaneous:	\$ -0-
<u>Total Annual Expenses</u>	\$ -0-

Estimated Monthly Expenses

(\$ _____ - 12 months): \$ -0-

Estimated Monthly Maintenance Fee for Each Apartment:

Estimated Monthly Expenses: \$ -0-

Total Monthly Maintenance
Fee for Each Apartment: \$ -0-

Note: * All utilities will be separately metered or otherwise charged, and the common elements will incur no separate utility charges.

** It is contemplated that each apartment owner will purchase and maintain his own homeowner's insurance policy which will include fire and liability coverage and that the Association of Apartment Owners will be named as an additional insured, but without any cost to the Association.

The Developer certifies that the maintenance fees and costs as estimated by the Developer is based on generally accepted accounting principles.



EDWARD H. ONOUYE



ROY H. ONOUYE *ATTORNEY IN FACT*



LAURA C. ONOUYE *ATTORNEY IN FACT*