

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**

1974 JUDD HILLSIDE
1974 Judd Hillside Road
Honolulu, Hawaii 96822

REGISTRATION NO. 1756

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: May 1, 1986
EXPIRES: June 1, 1987

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 April 11, 1986. 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. 1974 JUDD HILLSIDE is a two-unit, fee simple condominium project consisting of two (2) detached, single-family, steel frame dwellings. One unit (#1) has a two-car garage and the other (#2) has a one-car garage and adjacent open parking stall.

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

3. The basic documents (Declaration of Horizontal Property Regime and By-Laws of the Association of Owners) were executed on March 6, 1986, and have been recorded in the Bureau of Conveyances of the State of Hawaii, in Liber 19355, at Page 691 and Liber 19355, at Page 723, respectively. A copy of the floor plans has been filed as Condominium Map No. 997.

4. No advertising or promotional matter has been submitted pursuant to the Rules adopted 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 adopted thereunder which relate to Horizontal Property Regimes.

6. This Preliminary Public Report is made part of the registration of the 1974 JUDD HILLSIDE condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all prospective purchasers and prospective purchasers and securing a signed copy of a receipt therefor.

7. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, May 1, 1986 unless a Final Public Report issues or the Commission, upon review of the registration issues an order extending the effective period of this Report.

NAME OF PROJECT: 1974 JUDD HILLSIDE

LOCATION: The site, consisting of approximately 11,315 square feet, is located at 1974 Judd Hillside Road, Honolulu, Hawaii 96822.

TAX MAP KEY NO.: First Division: 2-5-4-40

ZONING: R-6, Residential District

DEVELOPER: ABE LEE DEVELOPMENT, INC., a Hawaii corporation, whose principal place of business and address is 2308 Lipioma Way, Honolulu, Hawaii 96822. Telephone: (808)

942-2633. The officers are Abraham Lee, President/Treasurer; and Sally Lee, Vice-President/Secretary.

ATTORNEYS REPRESENTING DEVELOPER: LESTER G. L. WONG, ATTORNEY AT LAW, A LAW CORPORATION, 165 South King Street, Suite 1100, Honolulu, Hawaii 96813 Telephone: (808) 526-3033

DESCRIPTION OF PROJECT: The Declaration of Horizontal Property Regime and the plans submitted by the Developer indicate a fee simple project consisting of a 11,315 square foot parcel of land, together with two (2) detached, single-family units, to be constructed as hereinafter described. Both units will be single-family residential dwellings constructed principally of steel frame, wood, glass and allied building materials on concrete spot footings. Units 1 and 2 will be completed in May, 1986.

Units 1 and 2 will both have access to Judd Hillside Road by a driveway; Unit 1 is situated west of Unit 2.

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 interior surface of the perimeter walls.

Unit 1, will be a two-story dwelling, consisting of a living room, dining room, kitchen, and one (1) bathroom on the second floor. The first floor will consist of four (4) bedrooms and one and a half (1 1/2) bathrooms. Net floor area of Unit 1 is 1,573 square feet. There will be a two-car garage on the first level.

The first floor of Unit 1 will consist of concrete slab. The second floor will consist of steel beams and joists with plywood flooring. The floors will be covered with wall to wall carpeting. Resilient floor covering will be used in the kitchen and bathrooms. The walls will be of double wall construction with wood. Windows will consist of fixed glass with adjustable glass jalousies below. Fixed glass will be used in the bathroom and kitchen areas. The roof will be of steel beam and rafter construction with composite shingles on plywood sheathing. Unit 1 will contain a range/oven, refrigerator, water heater, disposal, and carpets.

Unit 2 will be a one (1) story dwelling, consisting of a living/dining room, kitchen, two (2) bedrooms, two (2) bathrooms, a one (1) car garage attached to Unit 2, and a one (1) car parking pad adjacent to Unit 2. The net floor area of Unit 2 is approximately 1,183 square feet, with the one car garage/laundry/storage area of approximately 280 square feet. Adjacent to the garage is a one-car parking pad.

Unit 2 will consist of steel beams and floor joists supported on posts and concrete spot footings. The

walls are double wall construction with wood siding on the exterior and gypsum board on the interior. Windows will consist of fixed glass with adjustable glass jalousies. Some sliding and fixed glass to be used in the bath and kitchen areas. The roof is of wooden trusses and rafter construction with composite shingles on plywood sheathing. The floor will consist of plywood which will be covered with wall to wall carpeting. Resilient floor covering will be used in the kitchen and bathrooms. Ceilings will also be constructed using gypsum board. The garage will have a concrete floor. Unit 2 will contain a range/oven, refrigerator, water heater, disposal, and carpets.

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, and provided such subdivision or consolidation is in conformance with County law.

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 Horizontal Property 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 pad for the respective lots, which are limited common elements to the units;
- D. All electrical and mechanical equipment and wiring and other central 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.

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 private areas, shall be deemed a limited common element for the sole and exclusive use of the unit to which it is appurtenant.

B. Open parking stall adjacent to Unit 2 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 Common Interest</u>
1	50%
2	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 and egress from and utility services (including but not limited to electricity, water and sewer) for and in support of such units. 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 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 apartment 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 or deal with any and all such public services and utilities easements now or hereafter located on or affecting the Project.

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) that no inflammable oils

or fluids shall be stored in any part of the Project; (3) that all units shall be occupied by no more than five (5) persons for two (2) bedroom units and six (6) persons for three bedroom units; and (4) that 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 Preliminary Title Report issued by Island Title Corporation., dated April 1, 1986, indicates that title to the land is vested in ABE LEE DEVELOPMENT, INC., a Hawaii corporation, the Developer.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report dated April, 1986, indicates the following encumbrances:

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

2. Excepting and reserving to Hawaiian Trust Company, Limited, as Trustee under the Will of Emily C. Judd, Deceased, its successors in trust and assigns, the right to enter the said granted premises from time to time for the purpose of laying under ground across the same at any place or places within five (5) feet from any boundary line thereof, pipes and conduits for the conveyances of water, sewage, gas and electricity for telephone and power, and for any such or other useful purposes and to excavate, place and maintain at all times such pipelines and conduits, from time to time to enter and renew or replace the same, but upon the conditions that reasonable notice will be given in each case to the Grantees and that the previous surface conditions will be promptly restored, as excepted and reserved in Deed dated July 23, 1975, recorded August 7, 1975, in the Bureau of Conveyances, State of Hawaii, in Book 10827, Page 567.

3. An easement for transformer vaults being within Lot 2 (containing an area of 42 square feet, more or less), in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, dated September 24, 1980, recorded October 1, 1980, in the Bureau of Conveyances, State of Hawaii, in Book 15024, Page 185.

4. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in the Deed, dated February 3, 1981, recorded in the Bureau of Conveyances, State of Hawaii, in Book 15345, Page 717.

6. The effect of that certain Partition Agreement dated January 8, 1985, executed by and between Ka Hale Pulama, Inc. "KHP", Joseph W. Phillips, Marda Kay Phillips "Phillips", and Marda Kay Phillips, as Trustee for the I. F. P. Pension Plan "Trustee", recorded January 18, 1985, in the

Bureau of Conveyances, State of Hawaii, in Book 18398, Page 30.

7. Mortgage dated February 11, 1986, recorded February 12, 1986, in said Bureau of Conveyances, in Book 19286, Page 750, with Abe Lee Development, Inc. as Mortgagor, and Joseph W. Phillips, husband of Marda Kay Phillips, as Mortgagee, to secure the repayment of \$192,800.00 and any additional advances and other amounts secured thereby.

8. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in the Declaration or Restrictive Covenants, dated November 4, 1985, recorded November 5, 1985, in the Bureau of Conveyances, State of Hawaii, in Book 19056, Page 128.

In addition, 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 March 6, 1986, were recorded in the Bureau of Conveyances on March 17, 1986 in Liber 19355, Page 691, and the By-Laws were recorded in Liber 19355, Page 723. The Project is covered by Condominium Map No. 997.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated April 14, 1986, identifies Island Title Corporation 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 §§ 514A-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 purchaser's 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.

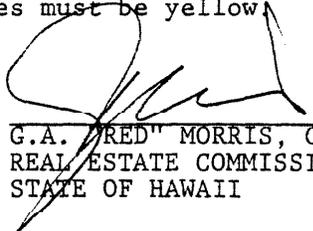
NOTE: The Disclosure Abstract, which is attached hereto, provides that the units to be built will have a one year contractor's warranty.

MANAGEMENT OF THE PROJECT: The By-Laws 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 and none is contemplated since 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. The Association shall be responsible for all common elements of the Project which are not limited common in nature and fees will then be assessed as necessary. Thus, monthly maintenance fees are not contemplated at this time.

STATUS OF PROJECT: Building permits for construction of Units 1 and 2 have been obtained and they are scheduled for completion in May, 1986.

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 April 11, 1986.

This is the PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT which is made a part of Registration No. 1756 filed with the Commission on April 11, 1986. This Report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.



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

DISTRIBUTION:

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

Registration No. 1756

May 1, 1986

DEVELOPER'S DISCLOSURE ABSTRACT

Name and Address of Project:

Name: 1974 JUDD HILLSIDE
Address: 1974 Judd Hillside Road, Honolulu, Hawaii 96822

Name, Address and Telephone Number of Developer and Project Manager

Developer: ABE LEE DEVELOPMENT, INC., a Hawaii Corporation
2308 Lipioma Way
Honolulu, Hawaii 96822
(808) 942-2633
(Attn.: Abe Lee)

Maintenance Fees: There will be no maintenance fees. 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. All costs pertaining to each common element shall be borne equally by each owner.

Use: The project will contain 2 fee simple units. All of the units shall be used only for residential purposes consistent and in conformance with the aforesaid Declaration.

Warranties: UNITS 1 AND 2 ARE TO BE BUILT AND WILL HAVE THE STANDARD CONTRACTOR'S WARRANTIES.

Disclosure: Units 1 and 2 will be built in accordance with the plans and specifications to be filed with the Building Department of the City and County of Honolulu and in accordance with the present building codes; and will contain the following components: plumbing and electrical fixtures and related piping and wiring. The developer further represents that the dwelling will be constructed of concrete and wood.

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

Dated this 6th day of MARCH, 1986.

ABE LEE DEVELOPMENT, INC.

Abe Lee
By Its President