



**REAL ESTATE COMMISSION
STATE OF HAWAII**
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
1010 Richards Street
P. O. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on

3619 Maunalei Avenue
3619, 3619A & 3619B Maunalei Avenue
Honolulu, Hawaii 96816

Registration No. 1971 (Conversion)

Issued: November 28, 1988
Expires: December 28, 1989

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of September 22, 19 88 and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

- PRELIMINARY:**
(yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.
- FINAL:**
(white) The developer has legally created a condominium and has filed complete information with the Commission.
 - Supersedes all prior public reports
 - Must be read together with _____
- SUPPLEMENTARY:**
(pink) Updates information contained in the
 - Prelim. Public Report dated _____
 - Final Public Report dated _____
 - Supp. Public Report dated _____

And Supersedes all prior public reports

Must be read together with _____

This report reactivates the _____
public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required Not Required -- disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the Commission.

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*
* SPECIAL ATTENTION:
*
* The developer has disclosed the following information:
*
* 1. The "Apartment Space" as noted on the declaration
*    and condominium map does not represent legally
*    subdivided lots.
*
* 2. The City & County Building Department issued a
*    letter dated June 12, 1987 which stated that if
*    the dwelling is demolished by any means, it can
*    be rebuilt only in compliance with the zoning
*    code in force at the time of its demolition.
*
* The prospective buyer is cautioned to carefully review
* the documents for further information with regard to the
* foregoing.
*
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GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Horizontal Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called limited common elements and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Some condominium projects are leasehold. This means that the land or the land, building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements. The leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

(cite to appropriate pages
in text of report)

Interest to be Conveyed to Buyer:

A fee simple interest in the individual apartment and an undivided interest in the common elements of the Project.

Type of Project:

1. New Building(s) Conversion
 Both New Building(s) and Conversion
2. Residential Commercial
 Mixed Residential and Commercial
 Other _____
3. High Rise (5 stories or more) Low Rise
4. Single or Multiple Buildings
5. Apartment Description

Apt. Type	Qty	BR/Bath	Net Living Area*	Lanai/Patio
<u>2A</u>	<u>1</u>	<u>2/1</u>	<u>711</u>	_____
<u>2B</u>	<u>1</u>	<u>3/1</u>	<u>840</u>	_____
<u>2C</u>	<u>1</u>	<u>3/1-1/2</u>	<u>926</u>	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 3

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	_____
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: <u>Parking space in</u>	<u>3</u>
<u>each owner's lot</u>	
Total Parking Stalls	<u>3</u>

7. Recreational amenities:

None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: See Exhibit "A" Phone: _____
Name _____ (Business)
Business Address _____

Names of officers or general partners of developers who are corporations or partnerships:

These units are not being offered for sale at this time.
See Page 18 of this report for further explanation.

Real Estate Sales Agent: _____ Phone: _____
Name _____ (Business)
Business Address _____

Escrow: None Phone: _____
Name _____ (Business)
Business Address _____

Managing Agent: Self-managed Phone: _____
Name _____ (Business)
Business Address _____

Attorney for Developer: LAW OFFICES OF KINJI KANAZAWA
Name
220 So. King Street, #675
Business Address
Honolulu, Hawaii 96813

**II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Horizontal Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. Declaration of Horizontal Property Regime contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

Proposed
 Recorded – Bureau of Conveyances – Book _____ Page _____
 Filed – Land Court – Document Number 1562260

Amendment date(s) and recording/filing information:

- B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed
 Recorded – Bureau of Conveyance Condo Map No. _____
 Filed – Land Court Condo Map No. 674

Amendment date(s) and recording/filing information:

- C. Bylaws of the Association of Apartment Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded – Bureau of Conveyances – Book _____ Page _____
 Filed – Land Court – Document Number 1562261

Amendment date(s) and recording/filing information:

D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial house rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed Adopted

Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of apartment owners who must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>100%</u>
Bylaws	65%	<u>100</u>
House Rules	—	<u> </u>

The percentages for individual condominium projects may be more than the minimum set by law.

2. **Developer:** The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:

The developers represent and constitute all of the apartment owners of the condominium project. Therefore, the developers do not reserve any rights to change the Declaration, Condominium Map, By-Laws, or House Rules, other than their rights as apartment owners to make such changes.

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

B. Underlying Land:

Address: 3619 Maunalei Avenue Tax Map Key: 3-2-30-46
Honolulu, Hawaii 96816 (TMK)

Address TMK is expected to change because _____

Land Area: 7,500 square feet acre(s) Zoning: R-5

Fee Owner: See Exhibit "A"
name _____
address _____

Sublessor: _____
name _____
address _____

C. Buildings and Other Improvements:

1. New Building(s) Conversion of Existing Building(s)
 Both New Building(s) and Conversion

2. Buildings: 3 Floors Per Building: 1

Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other _____

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Industrial	_____
<input checked="" type="checkbox"/> Residential	<u>3</u>	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> Other:	_____		_____

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of apartments. Restrictions for this condominium project include but are not limited to:

[] Pets: _____

[] Number of Occupants: _____

[X] Other: See Exhibit "B"

[] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 3

Elevators None Stairways None Trash Chutes None

<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>
<u>2A</u>	<u>1</u>	<u>2/1</u>	<u>711</u>	<u> </u>
<u>2B</u>	<u>1</u>	<u>3/1</u>	<u>840</u>	<u> </u>
<u>2C</u>	<u>1</u>	<u>3/1-1/2</u>	<u>926</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining floor area may have been used.

Boundaries of Each Apartment:

See Exhibit "C"

Permitted Alterations to Apartments:

See Exhibit "D"

7. Parking Stalls:

Total Parking Stalls: 3

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	covered	open	covered	open	covered	open	
Assigned (for individual units)	_____	_____	_____	_____	_____	_____	_____
Guest Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra Available for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	<u>Open parking in each owner's lot allowed</u>						<u>3</u>
Total Covered & Open	<u>3</u>		_____	_____	_____	_____	

Each apartment will have the exclusive use of at least 1 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

[] Commercial parking garage permitted in condominium project.

[] Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[x] There are no recreational or common facilities.

[] Swimming pool

[] Storage Area

[] Recreation Area

[] Laundry Area

[] Tennis Court

[] Trash Chute

[] Other: _____

9. Present Condition of Improvements

(For conversions of residential apartments in existence for five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

The structural components, mechanical and electrical installations are in good condition.

The Developer makes no express or implied representations as to the expected useful life of the components and installations.

b. Compliance with Building Code and Municipal Regulations; Cost to Cure Violations

The structures presently comply with the Building Code.

10. Conformance to Present Zoning Code

a. [X] No variances to zoning code have been granted.

[] Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u> X </u>	<u> </u>	<u> </u>
Structures	<u> </u>	<u> X *</u>	<u> </u>
Lot	<u> X </u>	<u> </u>	<u> </u>

* Attached is letter from City and County Director and Building Superintendent as EXHIBIT "11".
If a variance has been granted or if uses, improvements, or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit E describes the common elements.

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which may use them are:

described in Exhibit _____

as follows:

Certain parts of the Common Elements are set aside and reserved for the exclusive use of each Apartment Space and shall constitute "Limited Common Elements". Each Apartment Space will have as an appurtenance thereto, all for the exclusive use of such Apartment Space, the site of each dwelling unit, consisting of the land beneath such dwelling, together with the land surface adjacent to each dwelling unit enclosed by the perimeter boundaries of each lot, as shown on the aforesaid Condominium Map.

Note: The "apartment space" does not represent a legally subdivided lot.

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit _____ describes the common interests for each apartment.

as follows:

Apartment 2A and Apartment 2B shall each have an undivided 33.3333% interest in all of the common elements. Apartment 2C shall have an undivided 33.3334% interest in all of the common elements

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.

Exhibit F describes the encumbrances against the title contained in the title report dated August 1, 1988.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

- [] There are no blanket liens affecting title to the individual apartments.
[x] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Standard Finance Company, Ltd. Mortgage.	Foreclosure

(This mortgage will be released when Apartment 2A is conveyed to Alan Roland Picard).

F. Management of the Common Elements: The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

- [] not affiliated with the Developer.
[] the Developer or the Developer's affiliate.
[x] other The project shall be managed by the 23619 Maunalei Avenue Homeowners Association, by and through one of its owners, Alan Roland Picard, who resides on the project.

G. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided to each apartment.

Exhibit G contains a schedule of maintenance fees and maintenance fee disbursements.

H. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Water & Sewer |
| <input type="checkbox"/> Other _____ | |

I. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

None.

2. Appliances:

None.

J. Status of Construction and Estimated Completion Date:

All of the structures are existing structures.

K. Project Phases:

The developer has has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's Present Plans for Future Development:

L. Sales Documents Filed with the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

Notice to Owner Occupants

Specimen Sales Contract

Exhibit _____ contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated _____

Exhibit _____ contains a summary of the pertinent provisions of the escrow agreement.

Other See Page 18

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The three apartment spaces comprising the 3619 Maunalei Avenue project will not be offered for sale by the Developers.

The Developers have or will convey each of the apartments as follows:

Apartment 2A will be conveyed to Alan Roland Picard.

Apartment 2B will be conveyed to Mamerto Andres Maximo and Cecilia Aboy Maximo.

Apartment 2C will be conveyed to Antone Pila Kona and Mildred Soares Kona.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

1. The Developer delivers to the buyer a copy of:
 - a. Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report;
AND
 - b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Horizontal Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other _____

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS and Hawaii Administrative Rules Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

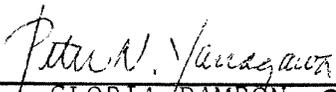
This Public Report is a part of Registration No. 1971 filed with the Real Estate Commission on August 24, 1988.

Reproduction of Report. When reproduced, this report must be on:

yellow paper stock white paper stock pink paper stock

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.

Supplementary Public Reports expire on the expiration date given on the front of the report.


for GLORIA DAMRON, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

EXHIBIT "A"

The names and addresses of the Developers/Owners of the Project are as follows:

ANTONE PILA KONA and MILDRED SOARES KONA
3619B Maunalei Avenue
Honolulu, Hawaii 96816
Telephone: 737-8773
(Owners of a One-Third (1/3) Undivided Interest)

MAMERTO ANDRES MAXIMO and CECILIA ABOY MAXIMO
3619A Maunalei Avenue
Honolulu, Hawaii 96816
Telephone: 737-7844
(Owners of a One-Third (1/3) Undivided Interest)

ADELINE HATSUYO HOKAMA
98-2001 Hapaki Street
Aiea, Hawaii 96861
Telephone: 487-2063
(Owner of a One-Third (1/3) Undivided Interest and
Vendor under Agreement of Sale)

ALAN ROLAND PICARD
3619 Maunalei Avenue
Honolulu, Hawaii 96816
Telephone: 734-4517
(Vendee under Agreement of Sale re One-Third (1/3)
Undivided Interest of ADELINE HATSUYO HOKAMA)

EXHIBIT "B"

USE RESTRICTIONS:

Each Apartment Space shall be occupied and used for residential purposes only, and no dwelling shall be used as a rooming house or in connection with the carrying on of any trade or business whatsoever. The foregoing notwithstanding, the Owner of each Apartment Space shall have the absolute right to lease such Apartment Space for residential purposes, for periods of any duration, subject to all of the provisions of the Declaration of Horizontal Property Regime of 3619 Maunalei Avenue and the By-Laws of the 3619 Maunalei Avenue Homeowners Association.

EXHIBIT "C"

BOUNDARIES OF APARTMENTS:

There shall be three (3) separate and distinct freehold estates, each consisting of the space or area described and delineated as Lots 2-A, 2-B and 2-C on the Condominium Map, said spaces being defined and referred to herein as "Apartment Spaces". Each Apartment Space shall be deemed to include all of the air space enclosed by its perimeter boundaries as delineated on the Condominium Map and extending on a vertical plane upward from the surface of the lot, but not including said surface, or any area below the surface except such surface and subsurface that shall be reasonably necessary to establish the stability and permanence of the foundations of the dwelling unit and other structures constructed therein, landscaped plantings and such other installations deemed appurtenant and necessary for the full enjoyment of the Apartment Space. Each Apartment Space shall include the specific dwelling unit as shown on said Condominium Map, and all ducts, pumps, pipes, conduits, wires and other utility lines running through such Apartment Space which do not serve or not utilized by any other Apartment Space but excluding any such which do serve or are utilized by any other Apartment Space and excluding all easements shown on the Condominium Map all of which shall be deemed to be common elements.

EXHIBIT "D"

ALTERATION OF PROJECT:

No work shall be done by any Owner of an Apartment Space or any other person which could jeopardize the soundness or safety of the Project, reduce the value thereof, or impair any easement or hereditament, nor may any Owner of an Apartment Space or any other person add any material structure or excavate any additional basement or cellar, without in every such case first obtaining the unanimous consent of the Owner(s) of the other Apartment Spaces, which consent shall not be unreasonably withheld. All other additions to or alterations of any Apartment Space or its appurtenant Limited Common Elements by the Owner of such Apartment Space shall be permitted without restriction, provided that the owner making such additions or alterations shall comply strictly with all applicable laws, ordinances, and regulations of any governmental entity, and shall also obtain all necessary permits, at such Owner's sole expense.

EXHIBIT "E"

COMMON ELEMENTS:

The Common Elements shall consist of the remaining portion of the real property, being the common areas and facilities which shall include, but are not limited to the following:

- (a) The land in fee simple;
- (b) The ducts, pumps, pipes, wires, conduits and generally all equipment, apparatus, installations and personal property existing for common use on the land hereinabove described;
- (c) All common ways, landscaping within the common areas, sewers, drains and ditches situate on the land hereinabove described and existing for common use and all easements shown on the Condominium Map, including but not limited to the roadway easements described as Easement "A" and Easement "B" and delineated on said Condominium Map;
- (d) All utility installations which serve more than one Apartment Space;
- (e) All portions of the project not deemed to be included as an Apartment Space.

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE:

1. EASEMENT B (6 feet wide) as shown on Map 2, filed with said Application No. 1191 located along the Westerly boundary of said Lot 2 as set forth by Land Court Order No. 7150, filed December 24, 1946.

2. AS TO EASEMENT B:

"Reserving nevertheless unto the said grantors, their heirs and assigns, and all persons going to or from any part of the same, a perpetual right of way in common with the said grantees, their heirs and assigns, at all times and for all purposes with or without vehicles and animals over and along a strip of land six feet wide on the said parcel hereby conveyed, designated as Easement 'B' on the said plan, subject to a fair proportion of the expenses of maintaining the said way in repair the said strip of land six feet wide making a connection with Easement "A" six feet wide a passageway twelve feet wide to be used in common as hereinbefore provided", as reserved in Deed dated February 6, 1947, filed as Land Court Document No. 90099, from Wai Sinn Char and Bertha Kam Yuk Char, husband and wife."

3. Delineation of Sanitary Sewer (10 feet wide) along the Southerly boundary of said Lot 2, as shown on Map 3, filed with said Application No. 1191, as set forth by Land Court Order No. 22585, filed May 28, 1964.

4. GRANTS OF EASEMENT in favor of the City and County of Honolulu dated April 24, 1964, April 22, 1964 and April 30, 1964, respectively, filed as Land Court Document No. 332769, 332773 and 332771, respectively, for sanitary sewer purposes, located over and across, Parcel 229, area 500 square feet, of said Lot 2, and affecting Transfer Certificates of Title Nos. 127,283, 200,221 and 259,947, respectively.

5. AS TO THE 1/3RD INTEREST OF ADELINE HATSUYO HOKAMA:

(a) That certain Mortgage dated April 11, 1979 in favor of Standard Finance Company, Limited filed as Land Court Document No. 932771.

(b) That certain Agreement of Sale dated February 29, 1980 made by and between Adeline Hatsuyo Hokama, unmarried, as Vendor, and Alan Roland Picard, unmarried, as Vendee, filed as Land Court Document No. 999634.

6. Real property taxes which may be due and owing. For further information, check with the Tax Assessor for the First Division.

EXHIBIT G

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
2A	0	- 0 -
2B	0	- 0 -
2C	0	- 0 -

[] Revised on _____

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

[] common elements only

[] common elements
and apartments

Gas

Refuse Collection

Telephone

Water and Sewer

Maintenance, Repairs and Supplies

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

Reserves

Taxes and Government Assessments

Audit Fees

Other

TOTAL

I/~~we~~ ALAN ROLAND PICARD, as developer for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Alan Picard
Date: OCT. 27, 1988

BUILDING DEPARTMENT
CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813

FRANK F. FASI
MAYOR



HERBERT K. MURAOKA
DIRECTOR AND BUILDING SUPERINTENDENT

Ex87-82

June 12, 1987

Mr. Kinji Kanazawa
Suite 675, Central Pacific Plaza
220 South King Street
Honolulu, Hawaii 96813

Dear Mr. Kanazawa:

Subject: Condominium Conversion Project
3619, 3619A, 3619B Maunalei Avenue
Tax Map Key: 3-2-30: 46

This is in reply to your letter dated May 15, 1987 requesting confirmation that the three one-story single-family dwellings located at 3619, 3619A and 3619B Maunalei Avenue met the code requirements when they were constructed.

Investigation revealed that the three one-story single-family dwellings with three off-street parking spaces met code requirements when they were constructed in 1939. Two of the three single-family dwellings located on the 7,500 square-foot lot in an R-5 Residential District are existing nonconforming dwellings.

The current zoning code allows only one single-family dwelling on the property.

If any dwelling is demolished by any means, it can be rebuilt only in compliance with the zoning code in force at the time it is demolished unless a variance or existing use permit is obtained from the Department of Land Utilization.

EXHIBIT "H"

Mr. Kinji Kanazawa
June 12, 1987
Page 2

No variances or special permits were granted to allow deviations from any applicable codes.

If you have any questions regarding this matter, please contact Messrs. Noboru Taketa or Ivan Matsumoto at telephone 527-6341.

Very truly yours,



HERBERT K. MURAOKA
Director and Building
Superintendent

Subscribed and sworn to ^{day of June}
before me this 15th 1987



Notary Public, First Judicial Circuit
State of Hawaii
My commission expires: 3-21-89