



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

**CONDOMINIUM PUBLIC REPORT**

on

CAL-CAM CENTRE  
 75-5576 Kauhola Street  
 Kailua-Kona, Hawaii

Registration No. 2148

Issued: December 22, 1989  
 Expires: January 22, 1991

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of November 30, 1989, 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:** 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.  
*(yellow)*
- FINAL:** The developer has legally created a condominium and has filed complete information with the Commission.  
*(white)*
- No prior reports have been issued  
 Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- SUPPLEMENTARY:** Updates information contained in the  
*(pink)*
- 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.

Changes made are as follows:

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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 "Condominium 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 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

**Interest to be Conveyed to Buyer:**

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

**Types 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

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lana/ Patio (sf)</u>
<u>1, 8, 9</u>	<u>3</u>	<u>N/A</u>	<u>2100</u>	<u>N/A</u>
<u>2, 3, 6, 7</u>	<u>4</u>	<u>N/A</u>	<u>1680</u>	<u>N/A</u>
<u>4, 5</u>	<u>2</u>	<u>N/A</u>	<u>1616</u>	<u>N/A</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 9

*\*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	<u>36</u>
Extra Stalls Available for Purchase	_____
Other: _____	_____
<b>Total Parking Stalls</b>	<u><u>36</u></u>

**7. Recreational amenities:**

None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: CAL-CAM BUILDERS Phone: (808) 329-0966  
Name (Business)  
P.O. Box 4737  
Business Address  
Kailua-Kona, Hawaii 96745

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

Dominic Cameli, general partner  
Calvin Detwiler, general partner

Real Estate Sales Agent: Phyllis G. Sellens dba Phone: (808) 329-7726  
Phyllis Sellens & Co. (Business)  
Name  
75-5751 Kuakini Highway  
Business Address  
Kailua-Kona, Hawaii 96745

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211  
Name (Business)  
235 Queen Street  
Business Address  
Honolulu, Hawaii 96813

Managing Agent: Property Management Hawaii, Inc. Phone: (808) 329-6488  
Name (Business)  
77-6435 Kuakini Highway  
Business Address  
Kailua-Kona, Hawaii 96740

Attorney for Developer: Case & Lynch (Scott D. Radovich/Melinda M. Yaki)  
Name  
737 Bishop Street, Suite 2600  
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 Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. Declaration of Condominium 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 23753 Page 208  
 Filed - Land Court - Document Number \_\_\_\_\_

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. 1252  
 Filed - Land Court Condo Map No. \_\_\_\_\_

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 23753 Page 224  
 Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

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.

- 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 common interest which 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>75%</u>
Bylaws	65%	<u>65%</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:

During the sales period, the Developer has reserved the right to make any changes to the project documents and the project as may be required by law, any title insurance company, and institutional lender or any governmental agency; and, prior to the conveyance or transfer of the first apartment, for any reason and in any manner as the developer deems necessary, provided that no such change shall substantially alter or reduce the usable space within the Apartment, render unenforceable the Buyer's mortgage loan commitment, increase the Buyer's share of common expenses, or reduce the obligations of the Developer for common expenses or unsold apartments.



**B. Underlying Land:**

Address: 73-5576 Kauhola Street Tax Map Key: 7-3-051-033(3)  
Kailua-Kona, Hawaii 96745 (TMK)

Address  TMK is expected to change because N/A

Land Area: 44,195  square feet  acre(s) Zoning: ML-1 acre

Fee Owner: Cal-Cam Builders  
Name

P.O. Box 4737  
Address

Kailua-Kona, Hawaii 96745

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: 1 Floors Per Building 1

Exhibit A 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 checked="" type="checkbox"/> Commercial	<u>9</u>	<input checked="" type="checkbox"/> Industrial	<u>9</u>
<input type="checkbox"/> Residential	_____	<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 Pets are strictly prohibited

Number of Occupants: N/A

Other: Only commercial and industrial use permitted. Automotive repair use is prohibited. Retail sales must be incidental and subordinate to a

There are no special use restrictions. permitted use. See Exhibit "H".

6. Interior (fill in appropriate numbers):

Total Apartments 9

Elevators 0

Stairways 0

Trash Chutes 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>1, 8, 9</u>	<u>3</u>	<u>N/A</u>	<u>2100</u>	<u>N/A</u>
<u>2, 3, 6, 7</u>	<u>4</u>	<u>N/A</u>	<u>1680</u>	<u>N/A</u>
<u>4, 5</u>	<u>2</u>	<u>N/A</u>	<u>1616</u>	<u>N/A</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 the floor area may have been used.

**Boundaries of Each Apartment:** Each apartment includes, but is not limited to, the inner finished surfaces of all walls, floors and ceilings, the doors and door frames, windows and window frames along the perimeters, the air space within the perimeters, and all fixtures originally installed in the apartment. The apartments shall not include the undecorated or unfinished surfaces of the perimeter party or nonparty walls, the interior load-bearing columns, girders, beams and walls, the undecorated or unfinished surfaces of the floor and ceilings surrounding each apartment or any pipes, shafts, wires, conduits or other utility or service lines running through an apartment which are utilized for or serve more than one apartment.

**Permitted Alterations to Apartments:** Alterations or additions within an apartment may be made with prior written notice to the Board of Directors as long as the structural integrity and soundness of the project is not adversely affected. A copy of the owner's plans and appropriate building permits shall be submitted with the written notice, as well as an estimate of time of construction.

An owner of two or more apartments separated by a party wall, floor or ceiling may alter or remove the intervening wall if structural integrity and soundness of the project is not adversely affected. At the termination of the common ownership of adjacent apartments, the altered or removed walls shall be restored by the owner to substantially the same condition as existed prior to the alteration or removal.

7. Parking Stalls:

Total Parking Stalls: 36

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)							
Guest Unassigned		26		6			32
Extra Available for Purchase							
Other:		2 handicapped					4
Total		2 loading					
Covered & Open	30		6				

Each apartment will have the exclusive use of at least N/A 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.

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 at least five years):

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

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

10. Conformance to Present Zoning Code

a.  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	X		
Structures	X		
Lot	X		

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     B     describes the common elements.

As follows:

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:

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     C     describes the common interests for each apartment.

As follows:

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

Exhibit  D  describes the encumbrances against the title contained in the title report dated  September 27, 1989  and issued by  Title Guaranty of Hawaii, Inc. .

**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>
1. Mortgage in favor of GECC Financial Corporation	Buyer's interest may be terminated and Buyer will receive a refund of all deposits.
2. Mortgage in favor of GECC Financial Corporation	

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:

[X] not affiliated with the Developer.

[ ] the Developer or the Developer's affiliate.

[ ] self-managed by the Association of Apartment Owners.

[ ] other \_\_\_\_\_

**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     E     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 checked="" type="checkbox"/> Water & Sewer |
| <input type="checkbox"/> Other _____    |   |
| <input type="checkbox"/> Not applicable |   |

**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:** The Developer shall require from the general contractor for the project a written warranty with respect to any defects in each apartment and the common elements due to faulty materials and/or workmanship which are discovered and reported within one (1) year from the "Date of Substantial Completion" as defined in the construction contract. The Developer makes no warranties itself; however, the Developer will assign to each apartment owner any and all warranties given the Developer by the general contractor for the project and by any subcontractors or materialmen, and the Developer will cooperate with each apartment owner during the effective period of any such warranties in asserting any claims on such warranties.

2. **Appliances:** N/A



**IV. ADDITIONAL INFORMATION NOT COVERED ABOVE**

**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 Condominium 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. 2148 filed with the Real Estate Commission on  
October 26, 1989.

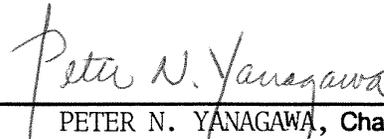
**Reproduction of Report.** When reproduced, this report must be on:

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.



---

PETER N. YANAGAWA, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

**Distribution:**

Bureau of Conveyances

Department of Finance, County of Hawaii

Planning Department, County of Hawaii

Federal Housing Administration

Escrow Agent

EXHIBIT "A"

Description of Building and Apartments

CAL-CAM CENTRE will consist of one (1) VARCO-PRUDEN metal building with total square footage of 16,380 square feet. The building will be divided into nine (9) apartments ranging in size from 1,639 square feet to 2,070 square feet (see below). The apartments are divided by one-hour fire walls, and feature either roll-up doors with a pedestrian door or a store front, depending on the requirements of the individual occupants. Individual occupants may erect additional interior walls within the apartments as long as the appropriate building permits and approvals are obtained.

APPROXIMATE NET FLOOR AREAS\*

<u>Apartment Nos.</u>	<u>Approx. Net Floor Area</u>
1	2100 square feet
2	1680 square feet
3	1680 square feet
4	1616 square feet
5	1616 square feet
6	1680 square feet
7	1680 square feet
8	2100 square feet
9	2100 square feet

\*The approximate net floor areas of each apartment as set forth above are measured from the interior surface of the apartment perimeter walls.

NOTE: THE FLOOR AREAS ARE APPROXIMATE ONLY. THE DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE FLOOR AREA OF ANY PARTICULAR APARTMENT.

EXHIBIT "B"

COMMON ELEMENTS:

The common elements of the project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A".
2. All structural components, such as foundations, girders, columns, beams, floor slabs, supports, perimeter walls, load-bearing walls, floors and ceilings (except the inner or decorated surfaces of the perimeter walls, load-bearing wall, floors and ceilings), roofs, and entrances and exits of the building.
3. All yards, grounds, gardens, planters, plants, landscaping, refuse facilities, driveways and walkways, if any.
4. All parking areas and parking stalls within the parking areas, including loading areas.
5. All ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution, if any.
6. Men's and women's restroom facilities as depicted in the File Plan.
7. Any and all apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

EXHIBIT "C"

UNDIVIDED COMMON INTEREST

<u>Apartment Numbers</u>	<u>Undivided Common Interest of Each Apartment</u>	
1	.1292150	(12.92150%)
2	.1033718	(10.33718%)
3	.1033718	(10.33718%)
4	.0994339	( 9.94339%)
5	.0994339	( 9.94339%)
6	.1033718	(10.33718%)
7	.1033718	(10.33718%)
8	.1292150	(12.92150%)
9	.1292150	(12.92150%)

EXHIBIT "D"

ENCUMBRANCES AGAINST TITLE

1. Real property taxes for the Fiscal year July 1, 1989 - June 30, 1990.
2. Ordinance No. 83-38 of the County of Hawaii, and any amendments thereto, as set forth in Deed Dated June 27, 1984, recorded in Liber 18148, Page 659.
3. Covenants, conditions and restrictions set forth in Declaration dated September 24, 1984, recorded in Liber 18185, Page 204. Said Declaration was amended by instrument dated November 2, 1984, recorded in Liber 18251, Page 727.
4. Mortgage, Security Agreement and Financing Statement, Cal-Cam Builders, a Hawaii general partnership, Mortgagor, GECC Financial Corporation, a Hawaii corporation, Mortgagee, dated February 15, 1989, recorded in Liber 22863, Page 688, in the amount of \$770,000.00.
5. Assignment of Leases dated February 15, 1989, recorded in Liber 22863, Page 746, Cal-Cam Builders, a Hawaii general partnership, assigned to GECC Financial Corporation, a Hawaii corporation, the entire lessor's interest in, to and under any and all leases, subleases, etc., which lease demise all or any portion of the premises described herein, as security for the payment of that certain Promissory Note of even date herewith in the amount of \$770,000.00.
6. Mortgage, Security Agreement and Financing Statement, Cal-Cam Builders, a Hawaii general partnership, Mortgagor, and GECC Financial Corporation, a Hawaii corporation, Mortgagee, dated August 7, 1989, recorded in Liber 23499, Page 526, in the amount of \$440,000.00.

EXHIBIT     E    

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months =</u>	<u>Yearly Total</u>
UNIT 1	266.18	3194.16
UNIT 2	212.95	2555.40
UNIT 3	212.95	2555.40
UNIT 4	204.83	2457.96
UNIT 5	204.83	2457.96
UNIT 6	212.95	2555.40
UNIT 7	212.95	2555.40
UNIT 8	266.18	3194.16
UNIT 9	266.18	3194.16
TOTAL:	<u>2060.00</u>	<u>24720.00</u>

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

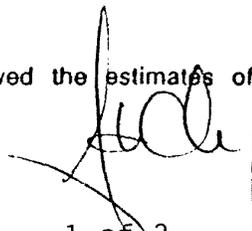


EXHIBIT E

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning		
Electricity	300.00	3,600.00
<input checked="" type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Gas		
Refuse Collection		
Telephone	60.00	720.00
Water and Sewer		

Maintenance, Repairs and Supplies

Building	300.00	3,600.00
Grounds	300.00	3,600.00

Management

Management Fee	350.00	4,200.00
Payroll and Payroll Taxes		
Office Expenses		

Insurance

	400.00	4,800.00
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Reserves

	100.00	1,200.00
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Taxes and Government Assessments

Audit Fees	250.00	3,000.00
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Other

TOTAL

	2,060.00	24,720.00
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We, Property Management Hawaii, Inc, as managing agents 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.

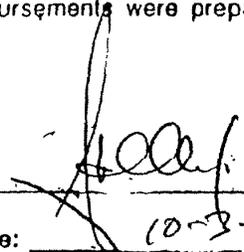
  
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 Date: 10-3-89

EXHIBIT "F"

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement sets up an arrangement under which the deposits a purchaser makes pursuant to a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement, these things will or may happen:

- (a) Escrow will let the purchaser know when payments are due.
- (b) Escrow will arrange for the purchaser to sign all necessary documents.
- (c) The purchaser will be entitled to a refund of his or her funds only under certain circumstances as set forth in the Sales Contract.

The Escrow Agreement also establishes the procedures for the retention and disbursement of a purchaser's funds and says what will happen to the funds upon a default under the Sales Contract. The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. It is incumbent upon purchasers and prospective purchasers to read with care the executed Escrow Agreement on file with the Real Estate Commission.

EXHIBIT "G"

SUMMARY OF DEPOSIT RECEIPT AND SALES CONTRACT

The Deposit Receipt and Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Deposit Receipt and Sales Contract states:

(a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of an apartment.

(b) That the purchaser acknowledges having received and read a final public report for the Project prior to signing the Deposit Receipt and Sales Contract.

(c) That the Developer makes no representations concerning rental of an apartment, income or profit from an apartment, or any other economic benefit to be derived from the purchase of an apartment.

(d) That the Sales Contract may be subordinate to the lien of a construction lender.

(e) That the purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(f) Requirements relating to the purchaser's financing of the purchase of an apartment.

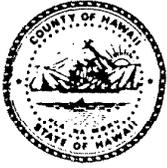
(g) That the apartment and the Project will be subject to various other legal documents which the purchaser should examine, and that the Developer may change these documents under certain circumstances.

(h) That the Developer makes no warranties regarding the apartment, the Project or anything installed or contained in the apartment or the Project.

(i) That the Project may be subject to ongoing construction and sales activities which may result in certain annoyances to the purchaser.

(j) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

The Deposit Receipt and Sales Contract contains various other important provisions relating to the purchase of an apartment in the Project. It is incumbent upon purchasers and prospective purchasers to read with care the specimen Deposit Receipt and Sales Contract on file with the Real Estate Commission.



## Planning Department

25 Aupuni Street, Rm. 109 • Hilo, Hawaii 96720 • (808) 961-8288

Bernard K. Akana  
Mayor

Duane Kanuha  
Director

William L. Moore  
Deputy Director

November 29, 1989

Mr. Calvin Kimura, Executive Secretary  
Real Estate Commission  
Professional & Vocational Licensing Division  
Dept. of Commerce & Consumer Affairs  
P. O. Box 3469  
Honolulu, HI 96801

Dear Mr. Kimura:

Condominium Property Regime  
Cal-Cam Center, Reg. No. 2148  
TMK: 3-7-3-051-033  
Kauhola Street, Kailua-Kona, HI



We have reviewed the subject document and have the following comments to offer:

Under item C4 Special Use Restrictions, it states that only commercial, retail and industrial uses are permitted under this proposed condominium property regime. It should be noted that retail sales per se is not a permitted use within the limited industrial use. The retail sales permitted must be incidental and subordinate to a permitted use. A copy of the permitted uses for the Limited Industrial zoned district is attached for your information.

Should you have any further questions, please feel free to contact this office.

Sincerely,

*William L. Moore*  
DUANE KANUHA  
Planning Director

MO:aeb

encl.

**Section 25-213.** Other regulations. Plan approval is required of all structures and uses in MG districts. (1975 C.C.,c.8, art. 15, sec. 8.)

**Article 16. ML, Limited Industrial Districts.**

**Section 25-214. Purpose and applicability.** The ML (limited industrial) district applies to areas for business and industrial uses which are generally in support of but not necessarily compatible with those permissible activities and uses in other commercial districts. (1975 C.C.,c.8, art. 14, sec. 1.)

**Section 25-215. Designation of ML districts.** ML (limited industrial) districts shall be designated by the symbols "ML" followed by a number indicating the minimum number of thousands of square feet required per building site.

**Section 25-216. Permitted uses.**

(a) The following are permitted uses in ML districts:

- (1) Any manufacturing, processing, assembling, research, laboratory, bottling, or packaging uses which are conducted in a building and from which there is no odor, dust, smoke, gas, noise, vibration, radiation, or other effect which has measurable nuisance qualities beyond the property line.
- (2) Animal hospitals with facilities for treatment or boarding of not more than twenty animals.
- (3) Automobile parking lots, service stations, and all uses and buildings for the repair, maintenance, service, and storage of automobiles and trucks.
- (4) Bakeries, laundries, cleaning, or dyeing plants.
- (5) Carpentry, hardwood product, electrical, plumbing, heating, air conditioning, furniture, and upholstering shops and storage.
- (6) Contractors' yards for equipment, material, and vehicle storage, repair, or maintenance.
- (7) Draying, freighting, or trucking yard or terminal.
- (8) Living quarters for watchmen or custodians of industrial properties.
- (9) Lumber yards and building materials yards but not including concrete or asphalt mixing and the fabrication by riveting or welding of steel building frames.

(10) Machine, welding, sheet metal, and metal plating and treating shops except the fabrication by riveting or welding of steel building frames.

(11) Newspaper and publishing houses, printing shops, cartographing, and duplicating processes such as blueprinting or photostating shops.

(12) Public and private utility lines and facilities including offices or yards for equipment, material, vehicle storage, repair or maintenance.

(13) Sales and servicing or rental of any type of vehicle, implement, machinery or equipment.

(14) Terminal, storage or maintenance yards for a fleet of vehicles.

(15) Transportation and tour terminals.

(16) Wholesaling, warehousing, and storage buildings and yards except those for highly flammable or explosive products.

(17) Airfields, heliports, and private landing strips.

(18) Lava rock or stone cutting or shaping.

(19) Retail sales incidental and subordinate to a permitted use.

(20) Incidental and necessary services for persons working in a ML district which are conducted within an integral part of a main structure with entrances from the interior of the building and having no display or advertising visible from the street.

(21) Restaurants.

(22) Aquaculture activity.

(23) Buildings and uses normally considered directly accessory to the above permitted uses. (1975 C.C.,c.8, art. 14, sec. 3; Am. 1977, Ord. No. 297, sec. 2; Am. 1983, Ord. No. 83-2, secs. 1 and 2; Am. 1984, Ord. No. 84-67, sec. 6.)

**Section 25-217. Height limits.** The height limits in ML districts shall be forty-five feet. (1975 C.C.,c.8, art. 14, sec. 4; Am. 1983, Ord. No. 83-35, sec. 16.)

**Section 25-218. Minimum building site area.** The minimum building site area in ML districts shall be ten thousand square feet. (1975 C.C.,c.8, art. 14, sec. 5.)

**Section 25-219. Minimum building site average width.** The minimum building site average width in ML districts shall be seventy-five feet. (1975 C.C.,c.8, art. 14, sec. 6.)

**Section 25-220. Minimum yards.**

- (a) Minimum yards in ML districts shall be as follows:
- (1) Front yard: fifteen feet.
  - (2) Side and rear yards: none, except as required by plan approval. (1975 C.C.,c.8, art. 14, sec. 7; Am. 1984, Ord. No.84-66, sec. 3.)

**Section 25-221. Other regulations.**

- (a) Plan approval is required of all structures and uses in ML districts. (1975 C.C.,c.8, art. 14, sec. 8; Am. 1983, Ord. No. 83-2, sec. 3; Am. 1984, Ord. No. 84-62, sec. 5.)

**Article 17. O, Open Districts.**

**Section 25-222. Purpose and applicability.** The O (open) district applies to areas that contribute to the general welfare, the full enjoyment, or the economic well-being of open land type use which has been established, or is proposed. The object of this district is to encourage development around it such as a golf course, country club, and park, and to protect investments which have been or shall be made in reliance upon the retention of such open type use, to buffer an otherwise incompatible land use or district, to preserve a valuable scenic vista or an area of special historical significance, or to protect and preserve submerged land, fishing ponds, and lakes (natural or artificial tide lands). (1975 C.C.,c.8, art. 16, sec. 1.)

**Section 25-223. Designation of O districts.** O (open) districts shall be designated by the symbol "O".

**Section 25-224. Permitted uses.**

- (a) The following are permitted uses in O districts:
- (1) Public parks.
  - (2) The growing of plants provided such growth does not impair a view included in the stated purposes for adopting the districts.
  - (3) Golf courses and country clubs if compatible with the stated purposes of adoption.
  - (4) Heiaus, historical areas, structures, and monuments.
  - (5) Existing churches and temples of historical significance.
  - (6) Natural features, phenomena, and vistas as tourist attractions.