



REAL ESTATE COMMISSION
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII
424 SO. BERETANIA STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT

on
THE KAMAAINA
1520 Ward Avenue
Honolulu, Hawaii

REGISTRATION NO. 76

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser.
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

June 4, 1965

SPECIAL ATTENTION

Particular attention of the purchaser or prospective purchaser is directed to the following:

- (1) THE KAMAAINA is a proposed leasehold condominium project consisting of fifty-four (54) dwelling units.
- (2) The Developer has filed the following documents or specimen documents with the Commission for examination: Notice of Intention; Declaration of Horizontal Property Regime; Declaration of Covenants, Conditions and Restrictions And By-Laws of Association of Apartment Owners; Apartment Deed; Sales Contract; Lease; Declaration Of Trust; Building Rules; Escrow Agreement; Abstract of Title, Release of Mortgage, Option Agreement and floor plans of each floor.
- (3) The Purchaser is advised to acquaint himself with the general provisions of the Horizontal Property Act (HPA) passed by the Legislature of the State of Hawaii in 1961. This statute was amended by the Legislature in 1962 and again in 1963 and 1964 and is now chapter 170A of the Revised Laws of Hawaii 1955 as amended.

NAME OF PROJECT: THE KAMAAINA

DEVELOPER: The Developer is a Joint Venture known as Kamaaina Developers and consisting solely of John F. Haglund and his wife, Margaret H. Haglund of 144 S. Kalaheo Avenue, Kailua, Oahu, telephone 255-612; Glenn T. Belcher and his wife, Amanda H. Belcher of 103 S. Kalaheo Avenue, Kailua, Oahu, telephone 268-492; Peer

Abben of 1630 Makiki Street, Honolulu, Hawaii, telephone 991-949 and Jorn Utzon of 85 Palm Beach Road, Sydney, Australia.

ATTORNEY REPRESENTING DEVELOPER: Smith, Wild, Beebe & Cades
(Attn: Mr. James S. Campbell)
First National Bank Building
P. O. Box 939, Honolulu, Hawaii 96808
Telephone 569-331

LOCATION: The proposed building will be located between Ward Avenue and Emerson Streets on the slopes of Punchbowl in Honolulu. The building may be entered from either street (1520 Ward Avenue and 1520 Emerson Street). The land consists of 25,136 square feet. The zoning is apartment-hotel.

TAX KEY: FIRST DIVISION 2-1-39-2 and 2-1-39-6.

DESCRIPTION: The Developer advises that the project shall consist of one fourteen (14) story apartment building with a basement and a ground floor, shall be constructed of reinforced concrete, steel, aluminum, glass and allied building materials and shall contain fifty-four (54) apartments.

The basement shall be devoted to parking. It shall have thirty (30) parking stalls and a room for an electric transformer. The ground floor shall have forty-one (41) parking stalls, sixty-nine (69) storage lockers, a storage room for janitorial equipment and supplies, a mail box room and a stall for garbage. Floors 1 through 13 shall have four (4) apartments on each floor, said apartments being numbered 101, 102, 103 and 104 on the first floor, 201, 202, 203 and 204 on the second floor, and in like manner the apartments on each floor will be numbered with the floor number followed by 01, 02, 03, or 04, as the case may be. Each and all of the apartments on floors 1 through 13 shall have 2 bedrooms, 1 kitchen, 2 bathrooms, 1 living room, 1 lanai and a foyer. On the first floor the approximate area of the interior of the apartments, including the lanais, will be 1,366 square feet. The lanais on the first floor are each approximately 485 square feet. On the second and third floors the approximate area of the interior of the apartments, including the lanais, will be 1,129 square feet, and the area of the lanais shall be approximately 148 square feet. On floors 4 through 13 the approximate area of the interior of the apartments, including the lanais, will be 943 square feet. The lanais on floors 4 through 13 shall have an interior area of approximately 133 square feet. The fourteenth floor shall have two apartments numbered 1401 and 1402.

Each of such apartments shall have 3 bedrooms, 2 bathrooms, 1 kitchen, 1 living room, dining room combination, 2 lanais, a foyer and an open courtyard. The total approximate area of each apartment, including the two lanais but excluding the open courtyard, shall be 1,940 square feet. The total area of the two lanais in each unit is approximately 437 square feet. The number 1 apartment on each floor will be located closest to the elevator at the Ewa end of the building and on each floor the respective apartment numbers shall be increased by 1 digit for each apartment beyond the first apartment situated on such floor as you proceed in the Diamond Head direction.

Each apartment shall have access to an outside walkway running along the mauka side of the building, this walkway to be a limited common element for the use of the apartments abutting on the walkway.

COMMON ELEMENTS: The Declaration notes that the common elements will include:

- (a) the land described, the foundations, supporting columns, main walls, floors, framing, roof, stairways, entrances, exits and communication ways of the building;
- (b) driveways, courtyard area and swimming pool;
- (c) the storage areas to be assigned to each apartment, the elevators, the compartments or installations of all central services such as power,

light, gas, cold and hot water, pumps, drainage pumps, fire alarm systems, and all utility lines wherever located and all other devices or installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the building.

LIMITED COMMON ELEMENTS: The outside walkway on each floor of the building will be a limited common element, exclusively for the use of the apartments abutting upon said walkway. Each of the storage lockers on the ground floor will be a limited common element, exclusively for the use of the apartment owner to whom it is assigned by the Board of Directors of the Association of Apartment Owners.

OWNERSHIP OF TITLE: The Developer advises that title to the property is currently held by John Frederick Haglund, Jr., Walter Nott Haglund, Amanda Haglund Belcher, Lillie Haglund Winsley and Dorine Sophie Haglund. The Developer further advises that John Frederick Haglund, Jr. and Amanda Haglund Belcher intend to convey a one-half interest in their one-fifth undivided interest in the property to their respective spouses, Margaret H. Haglund and Glenn T. Belcher, respectively.

The Developer advises that John Frederick Haglund, Jr., Margaret H. Haglund, Amanda Haglund Belcher and Glenn T. Belcher have secured an option to purchase all of the interests in and to such property belonging to Walter Nott Haglund, Lillie Haglund Winsley and Dorine Sophie Haglund.

The Developer further advises that if sufficient apartment units within the project are pre-sold to make the project feasible, John Frederick Haglund, Jr., Margaret H. Haglund, Glenn T. Belcher and Amanda Haglund Belcher shall convey to the Cooke Trust Company, Limited in trust all their right, title and interest in and to the property, together with the option to purchase the remaining interest in and to said property, together with sufficient funds and with directions that the Cooke Trust Company, Limited exercise such option. The option expires on May 31, 1965 and the Developer advises that the option will be extended to September 30, 1965.

The Developer further advises that once the property is vested with Cooke Trust Company, Limited as Trustee, such Trustee under the Declaration of Trust shall join with the Developer to submit the property to a Horizontal Property Regime.

The Trust will lease undivided interests in the land to persons purchasing apartments in the project. The Developer shall issue apartment deeds of the apartments in the project to the purchasers. The apartment leases reveal that rent to be paid for the land will be based solely on the value of the land exclusive of all improvements thereon; that all improvements upon the property shall belong to the purchasers of the apartments; that the condemnation proceeds for the improvements should the building be condemned, will be for the sole account of the purchasers of apartments in the building, and that upon termination of the lease, the building will not revert to the lessor unless the apartment purchasers fail to remove said building.

INTEREST TO BE CONVEYED PURCHASER: The Developer advises that the apartment will be conveyed to the apartment purchaser by an Apartment Deed at the time the building has been completed and the full purchase price paid. The undivided interest in the common elements appertaining to each apartment and its owner for all purposes, including voting is:

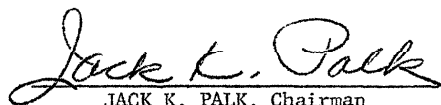
(a) Apartments 101 through 104	2.435%
(b) Apartments 201 through 204	2.013%
and 301 through 304	2.013%
(c) Apartments 1401 through 1402	3.458%
(d) All other apartments in the building	1.681%

PURCHASE MONEY HANDLING: An Escrow Agreement will be executed between the Developer, as "Seller", and the Cooke Trust Company, Limited, as "Escrow". The Developer advises that all monies paid by an apartment purchaser, either as a down payment or at a subsequent time will be placed in the escrow account with the Cooke Trust Company, Limited. The proceeds of the construction loan to the Developer will also be placed in this account and funds will be dispersed from this account only upon certification that they are due to the general contractor under the terms of the building contract or upon the consent of the institution making the interim loan for the other expenses incident to the development of this project.

Note: It is incumbent upon the purchaser or prospective purchaser that he reads this Escrow Agreement which establishes how the proceeds from the sale of dwelling units are placed in trust, as well as the retention and disbursement of the trust fund.

MANAGEMENT AND OPERATIONS: The proposed By-Laws of Association of Apartment Owners submitted to the Commission for examination designates the Cooke Trust Company, Limited as manager of the project.

STATUS OF PROJECT: The Notice of Intention states that the Developer will enter into a contract with Hawaiian Dredging and Construction Co. to build the project.



JACK K. PALK, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

cc: DEPARTMENT OF TAXATION
DEPARTMENT OF REGULATORY AGENCIES
(Business Registration Division)
BUREAU OF CONVEYANCES
PLANNING DEPT., CITY & COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION