

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
KEMOO BY THE LAKE
Wahiawa, Hawaii

REGISTRATION NO. 428

IMPORTANT — Read This Report Before Buying

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

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

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project but may only take reservations therefore after

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

Issued: February 2, 1972

Expires: March 2, 1973

SPECIAL ATTENTION

A comprehensive reading by the prospective purchaser is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED JANUARY 7, 1972, AND ADDITIONAL INFORMATION FILED ON FEBRUARY 1, 1972. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES.

1. KEMOO BY THE LAKE Apartments is a proposed leasehold condominium project consisting of a ten (10) story building having a total of eighty-eight (88) apartment units.

The first floor of the building shall consist of thirty-six (36) covered parking stalls. There shall also be seventy-five (75) uncovered parking stalls at ground level.

2. The Developer of the project has filed all documents and materials being necessary by the Commission for the registration of this proposed condominium project and the issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a copy of the approved Floor Plans) have not been filed in the Office of the recording officer as yet.

4. No advertising or promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Horizontal Property Act, Chapter 514 of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, February 2, 1972, unless a Final Public Report issues or the Commission, upon review of the registration, issues an order extending the period of this report.

NAME OF PROJECT: KEMOO BY THE LAKE

LOCATION: 1906 Wilikina Drive, Wahiawa, Hawaii

TAX MAP KEY: FIRST DIVISION 7-3-12:14

ZONING: A-3 (63,002 sq. ft.); conservation (825 sq. ft.)

DEVELOPER: KEMOO ASSOCIATES, a joint venture, comprised of: (a) Michael Marshall Ross, 2801 Coconut Avenue, Honolulu, Hawaii; telephone number 923-4705; (b) GT Corporation, a Hawaii corporation, Suite 2106, Hawaii Building, 745 Fort Street, Honolulu, Hawaii; telephone number 521-4705.

ATTORNEY REPRESENTING DEVELOPER: Conroy & Hamilton (Attention Dwight M. Rush and Ken Harimoto), 2000 Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813, Phone: 521-2611.

DESCRIPTION: The Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a leasehold condominium project consisting of a ten (10) story concrete building. There will be eighty-eight (88) freehold estates designated in the space within the perimeter walls of each of the eighty-eight (88) apartment units contained in the building, which spaces, referred to herein as "apartments", are designated on said plans and described as follows:

1. There are eight (8) apartments on each of the Second, Third, Fourth, Fifth and Tenth Floors, except the Second Floor, where the unit designated 201 is hereinbelow designated a common element; and twelve (12) apartments on each of the Sixth, Seventh, Eighth and Ninth Floors. Apartments 201 to 208, inclusive, are located on the Second Floor; Apartments 301 to 308, inclusive, are located on the Third Floor; Apartments 401 to 408, inclusive, are located on the Fourth Floor; Apartments 501 to 508, inclusive, are located on the Fifth Floor; Apartments 601 to 612, inclusive, are located on the Sixth Floor; Apartments 701 to 712, inclusive, are located on the Seventh Floor; Apartments 801 to 812, inclusive, are located on the Eighth Floor; Apartments 901 to 912, inclusive, are located on the Ninth Floor; and Apartments 1001 to 1008, inclusive, are located on the Tenth Floor.
2. The apartments are constructed according to five (5) different floor plans, designated A, B, C, D and E respectively. A description of each of said floor plans, designating the layout, number of rooms and approximate area thereof is as follows:
 - (a) Apartments 201, 208, 607, 608, 707, 708, 807, 808, 901, 902, 905, 906, 911, 912, 1003 and 1007 are built according to Floor Plan B, consisting of 1 bedroom, 2 bathrooms, a combined living room and dining area and a kitchen and a lanai and each contains a floor area of approximately 868 square feet, including the lanai of approximately 187 square feet. A common interest of .926 percent shall be appurtenant to each of said apartments.

- (b) Apartments 203, 207, 303, 307, 403, 407, 503, 507, 605, 606, 705, 706, 805, 806, 903, 904, 907, 908, 909, 910, 1005 and 1006 are each built according to Floor Plan C, consisting of 1 bedroom, a bathroom, a combined living room and dining area, a kitchen and a lanai and each contains a floor area of approximately 868 square feet, including the lanai of approximately 187 square feet. A common interest of .926 percent shall be appurtenant to each of said apartments.
- (c) Apartments 601, 602, 611, 612, 701, 702, 711, 712, 801, 802, 811 and 812 are each built according to Floor Plan D, consisting of 2 bedrooms, 2 bathrooms, a combined living room and dining area, a kitchen and a lanai, and each contains a floor area of approximately 1,158 square feet, including the lanai of approximately 277 square feet. A common interest of 1.389 percent shall be appurtenant to each of said apartments.
- (d) Apartments 603, 604, 609, 610, 703, 704, 709, 710, 803, 804, 809 and 810 are studio apartments, built according to Floor Plan E, consisting of a combined studio and dining area, 1 bathroom, a kitchen and a lanai, and each contains a floor area of approximately 579 square feet, including the lanai of 98 square feet. A common interest of .436 percent shall be appurtenant to each of said apartments.
- (e) All apartments of the project not heretofore mentioned in paragraphs (a), (b), (c) and (d) are built according to Floor Plan A, consisting of 3 bedrooms, 3 bathrooms, combined living room and dining area, a kitchen, 2 walk-in closets and a lanai and each contains a floor area of approximately 1,737 square feet, including the lanai of approximately 375 square feet. A common interest of 1.851 percent shall be appurtenant to each of said apartments.
- (f) Each apartment has access to the main corridor of the building on the floor on which it is located leading to elevators and stairways at each end.
- (g) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve any other apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings and all fixtures originally installed therein.

COMMON ELEMENTS: One freehold estate is hereby designated in all remaining portions of the project, herein called the "common elements", including specifically but not limited to:

1. Said land in fee simple;
2. All foundations, columns, beams, supports, load-bearing walls, roofs, chases, entry halls, stairs, walkways, entrances and exits of said buildings;
3. All yards, grounds, landscaping, recreation and refuse areas;
4. All parking areas;
5. All pipes, cables, conduits, ducts, electrical equipment, wiring 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, gas, water, sewer, telephone and television signal distribution, if any;

6. Swimming pool and adjacent areas;
7. The Lobby and Portico designated on said plans for the project;
8. The apartment designated 201 on said plans, which shall be reserved for use by the Resident Manager of the project; and
9. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

1. One (1) parking space as designated on said Condominium File Plan by a number corresponding to the number of each of the respective apartments shall be appurtenant to and for the exclusive use of such apartment;
2. Each entry hallway adjoining an apartment or apartments shall be appurtenant to and for the exclusive use of such apartment or apartments which it adjoins; and
3. The corridors and elevator lobbies on any apartment floor above the first floor shall be appurtenant to and for the exclusive use of the apartments on such floor.

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration states that each apartment shall have appurtenant thereto an undivided percentage interest in the common elements of the project, as set forth in sub-paragraphs 2(a) through 2(e), inclusive, of the Description set forth above. Such interest is hereby defined and referred to herein as the "common interest". The proportionate shares of the profits and common expenses of the project and the proportionate representation for voting purposes in the Association of Apartment Owners of the project, shall be in said percentage for each apartment. The purchaser will secure an apartment sublease demising an apartment together with the aforementioned common interest.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that the apartments shall be occupied and used as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartments are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen, or bellboy service. Except for such transient or hotel purposes, the owners of the respective apartments shall have the absolute right to lease the same subject to the limitations, restrictions, covenants and conditions of the Declaration.

OWNERSHIP OF TITLE: The Developer in its Notice of Intention represents that the owner of the fee simple title to the property committed to the project is Carita Fisher Rodby, said property having been conveyed to the said Carita Fisher Rodby by GT Corporation, a Hawaii corporation, by Deed dated November 12, 1971, and recorded in the Bureau of Conveyances of the State of Hawaii, in Liber 7941, Page 95. A lease was issued by Carita Fisher Rodby to Michael Marshall Ross, dated November 12, 1971, and recorded as aforesaid in Liber 7941, Page 102, which lease was assigned to GT Corporation by instrument dated November 12, 1971, recorded as aforesaid in Liber 7941, Page 129. Said GT Corporation has committed said property to the project under a Joint Venture Agreement dated March 18, 1971. The Developer has arranged for the issuance of individual apartment subleases directly from Michael Marshall Ross, to the buyers. Such subleases will be consented to by Carita Fisher Rodby.

ENCUMBRANCES AGAINST TITLE: A Preliminary Report dated December 13, 1971, issued by Title Guaranty of Hawaii, Incorporated, as submitted to the Commission, provides that the following are encumbrances against title to the property:

1. Mortgage dated November 12, 1971, recorded in Liber 7941, Page 142, in favor of Amfac Financial Corp. to secure the repayment of \$2,287,500.00.
2. An easement 10 feet wide for a power and pole line over and across the land containing an area of 1,366 square feet.
3. Grant dated April 4, 1969, recorded in Liber 3822, on Page 126 in favor of HAWAIIAN ELECTRIC COMPANY, INC., and HAWAIIAN TELEPHONE COMPANY granting a 12-foot easement (area 1,948 square feet) located within Lot 2; said easement encumbering all of said 12-foot easement area, as shown on Map 59-175 of the Hawaiian Electric Company, Inc.
4. The reservation and exception contained in deed dated September 16, 1957, recorded in Liber 3317 on Page 399. Reserving and excepting unto the Grantor, its successors and assigns its and their tenants, lessees and licensees from time to time a perpetual easement twelve (12) feet wide, appurtenant to adjoining lands of the Grantor, for road and utility purposes and for all purposes in connection with maintenance and operation of a reservoir on said adjoining lands containing an area of 1,948 square feet.
5. Easement "A" being a portion of Grant 4623 to L. G. Kellogg, containing an area of 1,598 square feet.
6. RESERVING AND EXCEPTING, HOWEVER, unto the Grantor, its successors and assigns, and its and their tenants, lessees and licensees from time to time as appurtenant to adjoining property, now owned by the Grantor, an easement for the construction, operation, use, repair and maintenance of two cesspools and pipe lines used therewith within the area of Easement "A" described above.
7. The rights, if any, of the Hawaiian Electric Company, Inc., in an easement or right of way for a pole and wire line.
8. Grant dated April 4, 1960, recorded in Liber 3822 on Page 126 in favor of HAWAIIAN ELECTRIC COMPANY, INC., and HAWAIIAN TELEPHONE COMPANY; granting a 12-foot easement (area 1,948 square feet) located within Lot 2; said easement encumbering all of said 12-foot easement area, as shown on Map 59-175 of the Hawaiian Electric Company, Inc.
9. Restrictive covenant as contained in that certain Deed dated November 12, 1971, recorded in Liber 7941 on Page 95, as follows, to wit: -

"that for a period of twenty (20) years from January 1, 1971, no portion of the real property hereby conveyed shall be used for a restaurant".
10. Real Property Taxes for the fiscal year - July 1, 1971 through June 30, 1972 now a lien. The first payment for the fiscal year was due on November 30, 1971.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated November 23, 1971, between Title Guaranty Escrow Services Inc., as "Escrow," and Kemoo Associates, a joint venture, comprised of Michael M. Ross and GT Corporation, a Hawaii corporation, as "Seller", has been filed with the Commission. On examination, the executed Escrow Agreement, as well as the specimen Condominium Reservation Agreement, Deposit Receipt and Contract, filed with the Commission is found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-36 through 514-40, H.R.S. Among other provisions, the executed Escrow Agreement states that a purchaser shall be entitled to a

refund of his funds, and Escrow shall pay said funds to said purchaser, without interest and less Escrow's \$10.00 cancellation fee, if purchaser shall in writing request refund of his funds and any one of the following shall have occurred: (a) Escrow receives a written request from Seller to return to purchaser the funds of such purchaser then held hereunder by Escrow; or (b) If purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the building plans, subsequent to the execution of purchaser's contract, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval of acceptance of the change; or (c) If the request is prior to the time the Final Public Report is issued, or if after such time, the Final Report differs in any material respect from the Preliminary Report, unless the purchaser has given written approval or acceptance of the differences; or (d) If the Final Report is not issued within one year from the date of issuance of the Preliminary Report.


It is incumbent on the purchaser and prospective purchaser to read and understand the Escrow Agreement before signing the Condominium Reservation Agreement, Deposit Receipt and Contract, since the Escrow Agreement prescribes the procedure for receiving and disbursing purchasers' funds. The specimen sales agreement specifically provides that the purchaser approve said Escrow Agreement and assume the benefits and obligations therein provided.

MANAGEMENT OF THE PROJECT: The By-laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible managing agent. No managing agent has been selected as yet.

STATUS OF PROJECT: Complete and final plans and specifications are in the process of preparation. The Developer advises that they have entered into a contract for construction, dated October 11, 1971, with Nakakura Construction Co., Ltd.

The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted January 7, 1972, and additional information filed on February 1, 1972.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 428 filed with the Commission January 7, 1972. This report when reproduced shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.


for DOUGLAS R. SODEHANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

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Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING COMMISSION, CITY AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

February 2, 1972
Registration No. 428