

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

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

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
ILIMA APARTMENTS
3093 Pualei Circle
Honolulu, Hawaii

REGISTRATION NO. 790

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.

Issued: July 28, 1975
Expires: August 28, 1976

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 10, 1975, AND INFORMATION SUBSEQUENTLY FILED AS OF JULY 23, 1975. DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 514, HAWAII REVISED STATUTES, AS AMENDED.

1. Ilima Apartments is a proposed leasehold condominium project consisting of thirty-one (31) residential apartments located in one building having three (3) stories and a partial basement. There will be thirty (30) parking stalls, so one apartment will not have a parking stall.

2. The Developer has submitted to the Commission for examination all documents deemed necessary for the registration of the condominium project and the issuance of this Final Public Report.
3. The Developer advises that the Declaration of Horizontal Property Regime and attached Bylaws are filed in the Bureau of Conveyances of the State of Hawaii in Liber 10796, Page 139. The Condominium Map has been filed with the said Bureau of Conveyances as Map No. 423.
4. Advertising and promotional materials have been submitted 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 Chapter 514, Hawaii Revised Statutes, as amended, and the condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Final Public Report automatically expires thirteen (13) months after date of issuance July 28, 1975, unless a Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this report.
7. This Final Public Report is made a part of the registration of ILIMA APARTMENTS. The Developer is responsible for placing a true copy of this Final Public Report in the hands of all purchasers and prospective purchasers and securing from each purchaser or prospective purchaser a signed receipt, signifying that he has had an opportunity to read the report.

NAME OF PROJECT: ILIMA APARTMENTS

LOCATION: The project is located at 3093 Pualei Circle, Honolulu, Hawaii, and consists of 18,541 square feet.

TAX KEY: 3-1-26-40 (1st Division)

ZONING: The property is presently zoned A-2 Apartment.

DEVELOPER: Circle Associates, a joint venture between Smith Development Corp. and W. E. Sanger, Inc., both Hawaii corporations. The business address of the joint venture is Suite 1625, 841 Bishop Street, Honolulu, Hawaii 96813.

The Developer has submitted a partnership Registration Statement dated February 18, 1975, and received by the Department of Regulatory Agencies on February 19, 1975.

ATTORNEY REPRESENTING DEVELOPER: Izumi & Tanaka (Attention: Tamotsu Tanaka) 888 Mililani Street, Suite 701, Honolulu, Hawaii, 96813, telephone: 536-9307.

DESCRIPTION OF PROJECT: The project consists of one three (3) story building with partial basement constructed of concrete and hollow tile.

The apartments are constructed according to seven different floor plans and each floor plan contains the number of rooms and the approximate floor area, according to its respective floor plan as follows:

1. Apartments 1, 101, 201 and 301 are located on the west end of the building, which is L-shaped, and consist of two bedrooms, living room, bathroom, kitchen-dining room and lanai, except Apartment 1 which is located in the partial basement and has no lanai and contain a total area of approximately 824 square feet, excluding a lanai having an area of approximately 100 square feet.
2. Apartments 102, 103, 104, 202, 203, 204, 302, 303 and 304 are located east of the -01 apartments and consist of one bedroom, living room, bathroom and kitchen-dining room and contain a total area of approximately 485 square feet.
3. Apartments 105, 205 and 305 are located east of the -04 apartments and consist of a combination living room-bedroom-kitchen, bathroom and dressing room and contain a total area of approximately 380 square feet.
4. Apartments 106, 206 and 306 are located on the east side of the building at the connection point of the L-shaped building and consist of one bedroom, living room, bathroom and kitchen-dining room and contain a total area of approximately 665 square feet.
5. Apartments 107, 108 and 109 are located north of Apartment 106 and consist of one bedroom, living room, bathroom and kitchen-dining room and contain a total area of approximately 648 square feet, excluding a lanai having an area of approximately 84 square feet.
6. Apartments 110, 210 and 310 are located on the north end of the building and consist of two bedrooms, living room, bathroom, kitchen-dining room and lanai and contain a total area of approximately 804 square feet, excluding a lanai having an area of approximately 84 square feet for Apartment 110 and approximately 97 square feet for Apartments 210 and 310, respectively.
7. Apartments 207, 208, 209, 307, 308 and 309 are located north of the -06 apartments on the second and third floors and consist of one bedroom, living room, kitchen, bathroom and lanai and contain a total area of approximately 574 square feet, excluding a lanai having an area of approximately 74 square feet.

Each apartment will have a stove, refrigerator and water heater.

Each apartment has access to a walkway which leads to two stairways, one at each end of the building.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, floors and ceilings surrounding each apartment or any pipes, wires, conduits, or other utility lines running through such apartment which are utilized for or serve more than one 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, windows and window frames, door and door frames, floor and ceilings, and, where applicable, the air space bounded by the lanai enclosure, and the built-in fixtures within the apartment.

The project also includes parking area for 30 cars, a swimming pool, barbecue area and equipment, storage lockers for each apartment and a laundry room.

COMMON ELEMENTS: An estate consisting of all remaining portions of the project, being described and referred to herein as "common elements", which definition includes the building, the land on which it is located and all elements mentioned in the Horizontal Property Act which are actually constructed in the project, and specifically includes, but is not limited to:

- a. Said land in fee simple;
- b. All foundations, columns, beams, supports, load-bearing walls, roofs, chases, entry halls, stairs, walkways, entrances and exits of said building;
- c. All yards, grounds, landscaping, refuse areas, swimming pool, and barbecue facilities;
- d. All parking areas;
- e. 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;
- f. The storage room and lockers located therein, the laundry room and mechanical equipment, all of which are located in the basement of the building;
- g. 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 and designated as "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and reserved are one or more parking stalls and storage space designated in the initial conveyance of each apartment which shall be appurtenant to and for the exclusive use of such apartment, except one apartment shall have no parking space appurtenant to it.

Notwithstanding the foregoing provisions of this paragraph to the contrary, the owners of the respective apartments, with the consent of the Lessors and Sublessor, shall have the right to change the designation of the parking spaces and storage spaces which are appurtenant to their respective apartments solely by an amendment to the Declaration, such amendment to be executed solely by the respective owners of such apartments and the Lessors and Sublessor, provided that such amendment shall be effective only upon the filing of the same in the Bureau of Conveyances of the State of Hawaii, and provided further that at all times at least one parking space and one storage space shall be appurtenant to each apartment in the project, except one apartment shall have no parking space appurtenant to it.

PERCENTAGE OF UNDIVIDED OWNERSHIP TO BE CONVEYED BY APARTMENT LEASES. Each apartment to be leased shall have appurtenant thereto an undivided fractional interest in the common elements of the project as follows:

<u>Apartments</u>	<u>Percentage (each apartment)</u>
1. 1, 101, 201 and 301	4.4310475
2. 102, 103, 104, 202, 203, 204, 302, 303 and 304	2.60809
3. 105, 205 and 305	2.04345
4. 106, 206 and 306	3.57604
5. 107, 108 and 109	3.48462
6. 110, 210 and 310	4.32351
7. 207, 208, 209, 307, 308 and 309	3.08669

The aggregate percentage of undivided interest in the common elements of the apartments is allocated between them on the basis of their interior floor area. The Developer covenants and agrees that the undivided interest in the common areas and facilities and the title to the respective apartments to be conveyed shall not be separated or separately conveyed and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment even though the description in the instrument of conveyance may refer only to one or other of the inter-

ests. The voting rights of apartment owners, as well as their share of the common expenses shall be in proportion to their common interest.

PURPOSE OF BUILDINGS AND USE RESTRICTIONS: The apartments shall be occupied and used as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal 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 apartment 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, or rent the same subject to the limitations, restrictions, covenants and conditions of the Declaration.

OWNERSHIP OF TITLE: The Certificate of Title issued by Title Guaranty of Hawaii, Incorporated dated June 27, 1975, provides that fee simple title to the land is held by Maria Cosie Gomes and Joseph Gomes, Trustees under the Will and of the Estate of Manuel Gomes, subject to a lease in favor of Albert M. Felix, Clyde K. Yamamoto, and Hiroo Nakao, as Lessees, dated March 15, 1958, recorded in said Bureau of Conveyances in Liber 3440, Page 298, as amended; subject further to a sublease in favor of Lester H. Gamble and Mary Alice Gamble, Charles J. Pietsch, III and Diana P. Hewett dated May 16, 1958, and recorded in said Bureau of Conveyances in Liber 3451, Page 161, as amended, and an Agreement of Sale of the Sublessee's interest in favor of Circle Associates, dated April 7, 1975, recorded in said Bureau of Conveyances in Liber 10707, Page 55.

ENCUMBRANCES: Said Certificate of Title of Title Guaranty of Hawaii, Incorporated dated June 27, 1975, also shows title to the property to be subject to the following encumbrances:

1. A grant in favor of Hawaiian Electric Company, Inc. and Hawaiian Telephone Company, dated December 3, 1958, recorded in said Bureau of Conveyances in Liber 3577, Page 227; granting an easement over Lot 10 for underground lines, the right of way therefor being five (5) feet wide, extending five (5) feet from and parallel to the southerly boundary of said Lot 10.
2. A 10-foot setback line along the easterly (rear) boundary of said Lot 10, as shown on File Plan No. 613.
3. Restrictive covenants and conditions set forth in that certain Agreement dated December 28, 1957, recorded in said Bureau of Conveyances in Liber 3492, Page 106.
4. That certain Settlement Agreement dated June 4, 1959, recorded in said Bureau of Conveyances in Liber 3694, Page 120.
5. The terms and conditions contained in that certain Lease dated March 15, 1958, recorded in said Bureau of Conveyances in Liber 3440, Page 298, entered into by and between Manuel Gomes, husband of Cosie Gomes, as Lessor,

and Albert M. Felix, husband of Irene P. Felix, Clyde K. Yamamoto, unmarried, and Hiroo Nakao, husband of Lily S. Nakao, as Lessees; leasing and demising the land described hereinabove, besides other land, for a term of 75 years commencing on July 1, 1958. Said Lease was amended by instruments dated July 23, 1958, recorded in Liber 3517, Page 46; dated December 11, 1964, recorded in Liber 4922, Page 588; dated May 21, 1971, recorded in Liber 7560, Page 6; dated August 19, 1971, recorded in Liber 7782, Page 183; and dated March 12, 1975, recorded in Liber 10707, Page 33 (Consents thereto given by Lester H. Gamble and Mary Alice Gamble, husband and wife, Leslie M. Pietsch, wife of David T. Pietsch, Charles J. Pietsch, III, husband of Margaret Jean Pietsch, and Diana Hewett, wife of John C. Hewett; and by Morgan Guaranty Trust Company of New York, by instrument dated February 14, 1975, recorded in Liber 10707, Page 73.). Said Lease is subject to that certain Mortgage dated March 25, 1965, recorded in Liber 5019, Page 172, in favor of Bank of Hawaii, which mortgage, by mesne assignments, was assigned to Morgan Guaranty Trust Company of New York, by instrument dated November 23, 1965, recorded in Liber 5199, Page 17, and amended by instrument dated February 14, 1975, recorded in Liber 10707, Page 73.

6. Terms, agreements, reservations, covenants, conditions and provisions contained in Sublease recorded in Liber 3451, Page 161, as amended.
7. Mortgage dated August 12, 1960, in favor of Honolulu Mortgage Co., Ltd., a Hawaii corporation, recorded in Liber 3909, Page 453, as amended. Said Mortgage was assigned to The United States Life Insurance Company in the City of New York by instrument dated October 12, 1960, recorded in Liber 3944, Page 204.
8. Agreement of Sale dated April 7, 1975, by and between Lester H. Gamble and Mary Alice Gamble, husband and wife, Leslie M. Pietsch, wife of David T. Pietsch, Charles J. Pietsch, III, husband of Margaret Jean Pietsch, and Diana Hewett, wife of John C. Hewett, as Vendor, and Circle Associates, a partnership, as Vendee, recorded in Liber 10707, Page 55 (Consents given by Bishop Trust Company, Limited, Trustee, by instrument dated May 30, 1975, recorded in Liber 10707, Page 78; and by The United States Life Insurance Company in the City of New York, by instrument dated May 30, 1975, recorded in Liber 10736, Page 99.) Reference is made to said instrument for terms, conditions, restrictions, reservations, provisions, etc.
9. For any taxes due and owing, reference is hereby made to the Office of the Tax Assessor, First Division.

PURCHASE MONEY HANDLING: A copy of the specimen sales contract and the escrow agreement have been submitted as part of the registration. The escrow agreement dated July 9, 1975, identifies Title Guaranty Escrow Services, Inc. as the "Escrowee" and provides that purchasers' funds may not be released from escrow until after com-

pletion of construction of the project. The escrow agreement and specimen sales contracts further provide that Developer may terminate the escrow agreement and sales contract if by September 30, 1975, the Developer has not sold more than 19 apartments. No interest shall be paid to any purchaser for any deposits made by such purchaser to Developer or Escrowee.

Upon examination, the specimen sales contract and the executed escrow agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly with Section 514-35 and Section 514-36 through 514-40, Hawaii Revised Statutes. A prospective purchaser should carefully examine the form of specimen sales contract and escrow agreement to determine the time for and the amount of the installment payments on the purchase price and the sharing of the closing costs.

BYLAWS AND PROPOSED HOUSE RULES: The Bylaws attached to the Declaration and the proposed House Rules provide in part:

1. "No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets having such diminutive size and weight that they may be comfortably and easily hand-carried by any person over the common elements of the project in reasonable number may be kept by the apartment owners and occupants in their respective apartments ..."; and
2. "The maximum number of occupants to be permitted to reside in any apartment shall be: four (4) persons in a two-bedroom apartment; three (3) persons in a one-bedroom apartment; and two (2) persons in a studio apartment; provided that the Association, by majority vote of its members at a meeting duly called for such purpose, may increase the number of occupants...."

MANAGEMENT AND OPERATION: Article IV, Section 2, of the Bylaws states that the Board of Directors shall at all times employ a responsible managing agent to manage and control the property subject at all times to direction by the Board of Directors. The Developer has entered into an initial property management contract with First Hawaiian Bank.

The property management contract is cancellable by either party upon 30 days' written notice to the other party. The fee to be paid to the property manager is \$5.50 per apartment per month or \$170.50 total per month.


STATUS OF PROJECT: Construction of the building and other improvements on the land was completed around 1962 by the prior owners and has been operated as a rental apartment project by them since the date of completion. The Developer, who acquired an interest in the property in June, 1975, has continued the rental apartment use, and are prepared to deliver possession of the apartments to the new purchasers as soon as possible after binding sales for 19 apartments have been consummated.

The purchaser or prospective purchaser should be cognizant of the fact that this Public Report represents information disclosed by

the Developer in the required Notice of Intention submitted July 10, 1975, and information subsequently filed as of July 23, 1975.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 790 filed with the Commission on July 10, 1975.

The report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be white.


(For) DOUGLAS R. SODETANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

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REGISTRATION NO. 790
July 28, 1975