

# 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  
"THE ELMS"  
1122 Elm Street  
Honolulu, Hawaii

Registration No. 1041

### **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: October 16, 1978

Expires: November 16, 1979

#### 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 SEPTEMBER 20, 1978 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS LATE AS OCTOBER 11, 1978. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. "THE ELMS" is a proposed leasehold condominium Project consisting of one (1) building, herein sometimes called "Building", with a basement and eight (8) stories containing sixty-three (63) condominium apartments and sixty-three (63) parking spaces (61 regular and 2 compact) as shown on the Condominium Map, all of which will be sold upon and subject to terms and provisions of individual apartment leases to be issued by You Kee Ching and Edna K. W. T. Ching, either directly to purchasers or through the Developer, in which case an assignment of apartment lease shall be provided.
2. The Developer of the Project has submitted to the Commission for examination all documents and materials deemed necessary for the registration of a condominium project and issuance of this Final Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of the approved Floor Plans, herein called "Condominium Map") have been recorded.

The Declaration of Horizontal Property Regime dated August 21, 1978, together with the By-Laws of the Association of Apartment Owners, was recorded in the Bureau of Conveyances at Honolulu, Hawaii, in Liber 13113, page 680. Condominium Map No. 564 has been assigned to the project.

4. No preliminary advertising and promotional materials have been submitted to the Commission pursuant to rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, and the rules and regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Final Public Report is made a part of the registration of THE ELMS condominium Project. The Developer is responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers, and for securing a signed copy of the receipt for Horizontal Property Regime Public Report from each prospective purchaser.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, October 16, 1978 unless a Supplementary Public Report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: "THE ELMS".

LOCATION: The land submitted to the Horizontal Property Regime is approximately 21,728 square feet and is situated at 1122 Elm Street, Honolulu, Hawaii.

TAX MAP KEY: First Division: 2-3-11:25

ZONING: A-3 Apartment District.

DEVELOPER: ELM MANOR VENTURE, a joint venture authorized to do business in Hawaii, whose principal place of business and post office address is 1314 South King Street, Suite 1451, Honolulu, Hawaii 96814 (Telephone No. 524-7700). The joint venture consists of Maryvale Land Company, Ltd., a Hawaii corporation whose Officers are Thomas K. Lalakea, President-Secretary, Mollie P. Lalakea, Vice-President, and Dolores E. Hoyer, Treasurer, and Prime Enterprises Corp., whose Officers are Donald C. G. Look, President-Treasurer, and Mildred L. Look, Secretary.

ATTORNEY REPRESENTING DEVELOPER: Damon, Shigekane, Key & Char, (Attention Vernon F. L. Char or Denis C. H. Leong), 10th Floor, City Bank Building, 810 Richards Street, Honolulu, Hawaii, 96813 (Telephone No. 531-8031).

DESCRIPTION OF THE PROJECT: The Declaration of Horizontal Property Regime and the Condominium Map describe the Project as follows:

1. General Description of the Building. The building shall be an 8-story building, plus a basement, and shall be constructed principally of concrete, concrete block, cement, plaster, gypsum board, metal and glass. The building shall contain 63 condominium Apartments and 63 parking spaces (61 regular and 2 compact), numbered and designated in the manner shown on the Condominium Map. Each apartment has appurtenant to it one (1) parking space and one (1) storage locker, except for Apartment No. 808 which has two (2) storage lockers appurtenant to it. No parking spaces have been provided for guest parking.

The Basement shall contain 30 regular and 2 compact parking spaces. The compact parking spaces are designated on the Condominium Map as spaces numbered "16C" and "33C".

The First Floor shall contain 31 regular parking spaces. The Second Floor through Eighth Floor shall contain the Apartments. Each floor of Apartments shall have 7 one-bedroom units and 2 two-bedroom units. Each Apartment is numbered according to its floor location and then its position on each floor, starting from the Apartment on the Ewa side of the building, in the Ewa-Mauka corner ("01" preceded by the floor number) and proceeding generally in the Koko Head direction to the Apartment on the Koko Head side of the building in the Koko Head-Mauka corner ("09" preceded by the floor number). For example, Apartment No. 704 is on the 7th floor of the building and is the 4th Apartment from the Ewa-Mauka corner of the building.

The Project also includes a recreational area located on the roof.

2. Apartments. Each Apartment shall constitute an Apartment as defined and used in Chapter 514A, Hawaii Revised Statutes, as amended, and shall be a separate freehold estate. The Apartments are described more particularly hereinbelow and on said Condominium Map. There are 5 basic types of one (1) or two (2) bedroom Apartments designated as Type A, B, BB, C and D. The approximate gross area and number of rooms contained in each Apartment type are as follows:

a. Type A Apartments - One bedroom units.  
Type A Apartments are located in the Ewa-Mauka corner on each of floors Second through Eighth numbered "01" preceded by the floor number of the floor on which the Apartment is located, and consist of one (1) bedroom, a bathroom, a kitchen, a living-dining room and a lanai. Each Type A unit has a gross area of approximately 646 square feet consisting of the total of the following approximate areas: 479 square feet enclosed and 167 square feet of lanai.

b. Type B Apartments - One bedroom units.  
Type B Apartments are located on each of the floors Second through Eighth numbered "02", "04" and "06" preceded by the floor number of the floor on which the Apartment is located, and consist of one (1) bedroom, a bathroom, a kitchen, a living-dining room and a lanai. Each Type B unit has a gross area of approximately 646 square feet consisting of the total of the following approximate areas: 479 square feet enclosed and 167 square feet of lanai.

c. Type BB Apartments - One bedroom units.  
Type BB Apartments are located on each of floors Second through Eighth numbered "03", "05" and "07" preceded by the floor number of the floor on which the Apartment is located. Type BB Apartments are mirror images of Type B Apartments.

d. Type C Apartments - Two bedroom units.

Type C Apartments are located in the Koko Head-Makai corner of each of floors Second through Eighth and are numbered "08" preceded by the floor number of the floor on which the Apartment is located, and consist of two (2) bedrooms, a bathroom, a kitchen, a living-dining room and a lanai. Each Type C unit has a gross area of approximately 780 square feet, consisting of the total of the following approximate areas: 608 square feet enclosed and 172 square feet of lanai.

e. Type D Apartments - Two bedroom units.

Type D Apartments are located in the Koko Head-Mauka corner of each of floors Second through Eighth, numbered "09" preceded by the floor number of the floor on which the Apartment is located, and consist of two bedrooms, a bathroom, a kitchen, a living-dining room and a lanai. Each Type D unit has a gross area of approximately 804 square feet, consisting of the total of the following approximate areas: 608 square feet enclosed and 196 square feet of lanai.

The approximate floor area of each apartment is measured from the exterior faces of the corridor wall and lanai walls and from center line to center line of party walls.

Each Apartment has access to an exterior walkway which leads to an elevator and two stairways, one at each end of the building, which lead to the parking areas and street entrance.

Each Apartment shall be deemed to include all walls and partitions which are not load-bearing within its perimeter walls, the inner decorated and finished surfaces of all walls, floors, ceilings, windows and window frames, door and door frames, and all fixtures originally installed therein for its exclusive use, and the adjoining lanai. 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 more than one Apartment or common element, the same being deemed common elements as hereinafter provided.

The Apartment number, the type of Apartment, number of bedrooms, parking space made appurtenant to the Apartment, approximate total gross area, and the common interest appurtenant to each Apartment are also set forth hereinbelow:

<u>APT. NO.</u>	<u>TYPE AND NO. BEDROOMS</u>	<u>GROSS APT. AREA (S)</u>	<u>PARKING</u>	<u>COMMON INTEREST</u>
201	A (1)	646	16C	1.498%
202	B (1)	646	15	1.498%
203	BB (1)	646	14	1.498%
204	B (1)	646	12	1.498%
205	BB (1)	646	11	1.498%
206	B (1)	646	10	1.498%
207	BB (1)	646	9	1.498%
208	C (2)	780	46	1.899%
209	D (2)	804	47	1.899%
301	A (1)	646	8	1.498%
302	B (1)	646	7	1.498%
303	BB (1)	646	6	1.498%
304	B (1)	646	5	1.498%
305	BB (1)	646	4	1.498%
306	B (1)	646	3	1.498%
307	BB (1)	646	2	1.498%
308	C (2)	780	44	1.900%
309	D (2)	804	45	1.900%
401	A (1)	646	1	1.498%
402	B (1)	646	33C	1.498%
403	BB (1)	646	32	1.498%
404	B (1)	646	31	1.498%
405	BB (1)	646	30	1.498%
406	B (1)	646	29	1.498%
407	BB (1)	646	28	1.498%
408	C (2)	780	42	1.900%
409	D (2)	804	43	1.900%
501	A (1)	646	27	1.498%
502	B (1)	646	26	1.498%
503	BB (1)	646	25	1.498%
504	B (1)	646	24	1.498%
505	BB (1)	646	23	1.498%
506	B (1)	646	22	1.498%
507	BB (1)	646	21	1.498%
508	C (2)	780	40	1.900%
509	D (2)	804	41	1.900%
601	A (1)	646	20	1.498%
602	B (1)	646	19	1.498%
603	BB (1)	646	18	1.498%
604	B (1)	646	17	1.498%
605	BB (1)	646	64	1.498%
606	B (1)	646	63	1.498%
607	BB (1)	646	62	1.498%
608	C (2)	780	38	1.900%
609	D (2)	804	39	1.900%

701	A	(1)	646	61	1.498%
702	B	(1)	646	60	1.498%
703	BB	(1)	646	59	1.498%
704	B	(1)	646	58	1.498%
705	BB	(1)	646	57	1.498%
706	B	(1)	646	56	1.498%
707	BB	(1)	646	55	1.498%
708	C	(2)	780	36	1.900%
709	D	(2)	804	37	1.900%
801	A	(1)	646	54	1.498%
802	B	(1)	646	53	1.498%
803	BB	(1)	646	52	1.498%
804	B	(1)	646	51	1.498%
805	BB	(1)	646	50	1.498%
806	B	(1)	646	49	1.498%
807	BB	(1)	646	48	1.498%
808	C	(2)	780	34	1.900%
809	D	(2)	804	35	1.900%

**COMMON ELEMENTS:** The Declaration provides that the common elements shall include all remaining portions and appurtenances of the Project, herein called "common elements", including specifically but not necessarily limited to:

- a. Said land in fee simple;
- b. All foundations, columns, girders, beams, supports, main and load-bearing walls (except the inner decorated surfaces within each Apartment), roofs, halls, lobby area, stairs, stairways, walkways, fire escapes, entrances and exits of said building;
- c. All yards, gardens, grounds, landscaping, driveways, loading areas, parking areas, trash chute and refuse facilities, mechanical room, meter room, storage room and electrical room, and recreational areas and facilities;
- d. All electrical equipment, power, light, water, wiring, cables, conduits, ducts, vents, pipes, sewer lines, pumps, motors, fans, compressors and other service and utility lines and similar equipment, meters and systems which are utilized for or serve more than one Apartment, and central and appurtenant transmission facilities and installations over, under, through and across the Project for services, such as power, light, gas, hot and cold water, heating, refrigeration, sewage, telephone, refuse disposal, and radio and television signal distributions, and in general all apparatus and installations existing for common use; and

e. Any and all apparatus and installations for common use and all other parts of the Project necessary or convenient to its existence, maintenance, safety or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements hereinafter called "limited common elements" are designated and set aside and reserved for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The Declaration provides that the limited common elements so set aside and reserved are as follows:

a. The 63 parking spaces are each designated as limited common elements. Each Apartment shall have appurtenant to it for its exclusive use the parking space designated as appurtenant to such Apartment, as shown hereinabove. Each Apartment shall always have at least one parking space appurtenant to it, but otherwise, any parking space may be transferred from Apartment to Apartment in the Project as hereinafter more particularly set forth.

b. The storage locker(s) located on the first floor, bearing the prefix "S" followed by an Apartment number, as shown on the Condominium Map, shall be appurtenant to and for the exclusive use of that Apartment.

c. All other common elements of the Project which are rationally related to less than all of the Apartments shall be limited to the use of such Apartment(s).

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration reflects that the undivided percentage interest, elements, and easements appurtenant to each Apartment shall have a permanent character and shall not be altered except as specifically provided in said Declaration, and shall not be separated from such Apartment and shall be deemed to be conveyed or encumbered with such Apartment even though not expressly mentioned or described in the conveyance or other instrument; except that parking spaces may be transferred as specifically provided in the Declaration or otherwise by law. The common elements shall remain undivided and no right shall exist to partition or divide any part thereof except as provided by the Horizontal Property Act. The proportionate shares of the separate owners of the respective Apartments in the profits and common expenses of the project and for all purposes, including voting, shall be the undivided percentage interest shown hereinabove.

PURPOSES AND RESTRICTIONS: The Declaration reflects that the Apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants,



families, domestic servants and social guests, and for no other purpose. The Apartments shall not be rented for transient or hotel purposes, which are defined as: (1) rental for any period less than thirty (30) days; or (2) 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 right to lease such Apartments subject to all provisions of this Declaration, the By-Laws, and as further provided hereinbelow. The maximum number of individuals permitted to reside in or occupy any one-bedroom Apartment shall be three (3) individuals, and the maximum number of individuals permitted to reside in or occupy any two-bedroom Apartment shall be five (5) individuals. No owner of an Apartment may do or suffer or permit to be done anything which would:

1. Impair the soundness or safety of his Apartment, the building the Apartment is located in, the Project, or any part thereof;
2. Interfere with, be obnoxious or offensive, or unreasonably disturb the rights of other owners or occupants or the use of other Apartments;
3. Obstruct any stairway or corridor in the building;  
or
4. Increase the rate or result in the cancellation of insurance available to the building or Project or contents therein.

Notwithstanding the foregoing, Developer may engage in real estate sales activities in such Apartments and on the premises of the Project for the purpose of selling such Apartments. Such activities may continue only until all such Apartments have been initially sold by the Developer. The Apartment uses are further governed by and subject to the provisions of the Declaration and By-Laws.

OWNERSHIP OF TITLE: The Title Insurance Policy issued by Lawyers Title Insurance Corporation on August 25, 1978 and amended as of September 20, 1978 states that the title to the land committed to the regime is vested in You Kee Ching and Edna K. W. T. Ching, husband and wife. Developer is the holder of the master lease covering the land dated May 1, 1975 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 10652, page 119, as amended by a Lease Amendment Agreement dated March 14, 1977 recorded in said Bureau in Liber 12102, page 158, and that certain Second Lease Amendment Agreement dated June 6, 1978 recorded in said Bureau in Liber 12990, page 721.

ENCUMBRANCES AGAINST TITLE: The Title Insurance Policy issued as of September 20, 1978 also indicates the following encumbrances on the property as of that date:

1. Title to all mineral and metallic mines reserved to the State of Hawaii;
2. Terms, covenants, conditions, reservations and restrictions contained in Lease dated May 1, 1975 recorded in said Bureau in Book 10652, Page 119, as amended;
3. Easement A, six feet wide, for sanitary sewer purposes, more fully described in said Declaration; and
4. Mortgage and Financing Statement in favor of State Savings & Loan Association recorded in said Bureau of Conveyances in Liber 13101, page 597.
5. For any taxes that are due and owing, reference is made to the Office of the Tax Assessor, First Division.
6. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, power of attorney, limitations on title, and all other provisions contained in the Declaration of Horizontal Property Regime and By-Laws attached recorded in the Bureau of Conveyances of the State of Hawaii in Liber 13113, page 680; Condominium Map No. 564.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement, dated August 21, 1978, identifies National Escrow Corp., a Hawaii corporation, as escrow agent. On examination, the Escrow Agreement and the specimen Sales Contract also submitted to the Commission as a part of this Registration are to be found in compliance with Chapter 514A, Hawaii Revised Statutes, particularly with Sections 514A-39 and 514A-63 through 66, inclusive.

Among other provisions, the executed Escrow Agreement states that a purchaser under the Sales Contract shall be entitled to a return of his funds and Escrow shall pay such funds to said purchaser without interest, promptly after purchaser has requested such return, if Escrow shall have received from Developer a written notice that any one of the following has occurred:

- a. Developer shall have requested Escrow to return to purchaser the funds of purchaser then being held by Escrow; or

b. Developer shall have notified Escrow of Developer's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated therein or otherwise available to Developer; or

c. With respect to a Purchaser whose funds were obtained prior to the issuance of the Final Report, there shall have been a substantive change in the building plans of a type which gives Purchaser a right to cancel his Sales Contract pursuant to Chapter 514A of the Hawaii Revised Statutes (unless Purchaser's written approval or acceptance of the specific change is obtained, or ninety (90) days have elapsed since the Buyer has accepted in writing the apartment or he has first occupied the apartment); or

d. The Final Report differs in a material respect from the Preliminary Report, and the Purchaser's written approval of such change shall not have been obtained and Purchaser shall request the refund; or

e. The Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report and Purchaser's rights are not waived under Section 514A-66, Hawaii Revised Statutes.

In any of the foregoing events Escrow shall, upon receipt of the written request for a refund from purchaser, pay said funds to the purchaser (less cancellation fee to escrow of \$25.00 per Apartment and escrow and cancellation costs, as defined in the Sales Contract) and thereupon said Sales Contract and any conveyance document theretofore delivered to Escrow shall be returned to Developer; provided, however, that no refund shall be made to a Purchaser at Purchaser's request prior to receipt by Developer of written notice from Escrow of its intent to make such refund.

The specimen Sales Contract provides in part: (1) that Developer has obtained or will obtain a loan or additional loan from an interim lender for the acquisition and/or development of the Project, and said mortgagees will have a lien securing the note(s) evidencing the indebtedness. The mortgage(s) and note(s) secured thereby and any renewals, additions to, modifications or extensions thereof, shall be and remain at all times a lien or charge upon the Project and the same will be superior to any and all liens or charges on the Project arising from the Sales Contract; (2) Seller expressly reserves the right to sell or lease unsold Apartments free from any restrictions on such sale or lease which may apply to Buyer under the Declaration and By-Laws; (3) the Buyer acknowledges in the Sales Contract that minor construction activity may continue on the site after Buyer has occupied his apartment, which may result in noise, dust

or other annoyances and that the Developer's sales activities, including the use of model units and signs for sales displays and related activities, may continue until the last apartment in the Project is sold; and (4) if the development and construction of the Project is delayed due to matters or conditions beyond control of the Developer, the specimen Sales Contract reserves the right in the Developer to increase the total purchase price for the apartment after notice to the Buyer by an amount not in excess of the apartment's proportionate share (approximately based on the apartment's percentage common interest as specified in the Sales Contract) of the total amount of such increases in development and construction costs.

Buyer should also note that the Sales Contract places restrictions on the apartment owners, precluding them from entering into any rental pool or other rental-sharing arrangements with other such apartment owners until after the expiration of fifteen (15) years from the date of recordation of Buyer's Apartment Lease.

It is incumbent upon the purchaser and the prospective purchaser that he read with care the Sales Contract and Escrow Agreement. The Escrow Agreement establishes how the proceeds on the sale of the Apartment and all sums from any source are placed in Escrow, as well as the retention, disbursement, and refund of said escrow funds.

MANAGEMENT AND OPERATIONS: The Declaration and By-Laws which are incorporated within the Declaration provide that the administration of the Project shall be vested in the Association of Apartment Owners under the direction of the Board of Directors by a responsible corporate managing agent who shall be appointed by the Association in accordance with the By-Law; provided, however, Developer has reserved the right to designate the managing agent for the initial two-year period subject to certain conditions provided in the Declaration and By-Laws. Developer advises that the managing agent has not yet been selected.

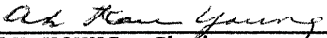
STATUS OF PROJECT: The Developer advises that the construction has commenced and Developer has informed the Commission that the Project should be completed by May 8, 1979. Construction may be financed by purchaser's money from escrow, as well as construction loan money obtained by Developer from State Savings & Loan Association.

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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 September 20, 1978, and additional information subsequently filed as late as October 11, 1978.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1041 filed with the Commission on September 20, 1978.

This report, when reproduced, shall be a true copy of the Commission's Public Report. In making facsimiles the paper stock shall be white in color.

  
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AH KAU YOUNG, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

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

Registration No. 1041

Dated: October 16, 1978