

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
"1112 KINAU"
1112 Kinau Street
Honolulu, Hawaii

Registration No. 1295 (CONVERSION)

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: May 5, 1980

Expires: June 5, 1981

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 APRIL 21, 1980. 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. "1112 KINAU" is a leasehold condominium Project consisting of one (1) building, which is eleven (11) stories high, plus a basement, containing 100 studio condominium apartments and seventy-six (76) parking spaces (61 regular and 15 compact), as shown on the Condominium Map. The Developer advises that the Building was completed in June, 1973, and the Apartments have since been used as residential rental units.
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, Bylaws of the Association of Apartment Owners, and a copy of the Condominium Map have been recorded.

The Declaration of Horizontal Property Regime dated February 28, 1980, together with the Bylaws of the Association of Apartment Owners, was recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14594, Page 222. Condominium Map No. 702 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 1112 KINAU condominium Project. The Developer is responsible for placing this Final Public Report (white paper stock) and the Disclosure Abstract in the hands of all purchasers and prospective purchasers, and for securing a signed copy of the receipt(s) therefor.
7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, May 5, 1980 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: "1112 KINAU".

LOCATION: The land submitted to the Horizontal Property Regime is approximately 20,000 square feet and is situated at 1112 Kinau Street, Honolulu, Hawaii.

TAX MAP KEY: First Division: 2-4-12-12

ZONING: A-4 Apartment District.

DEVELOPER: PRIME ENTERPRISES CORP. and ACCOMMODATION INC., both Hawaii corporations, whose principal place of business and post office address is 1314 South King Street, Suite 1451, Honolulu, Hawaii 96814 (Telephone No. 524-7700) and 10th Floor, 810 Richards Street, Honolulu, Hawaii (Telephone No. 531-8031), respectively. The Prime Enterprises Corp.'s officers are Donald C. G. Look, President-Treasurer, and Mildred L. Look, Secretary. Accommodation Inc.'s officers are Howard H. Hamamoto, President-Treasurer, and Joanne Hamamoto, Secretary.

ATTORNEY REPRESENTING DEVELOPER: Damon, Key, Char & Bocken, (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 is an 11 story building plus a basement and a penthouse level and is constructed principally of concrete, concrete block, cement, plaster, gypsum board, metal and glass. The building contains 100 studio apartments and 76 parking spaces (61 regular and 15 compact), designated on the Condominium Map. The Basement Floor contains 32 regular and 6 compact parking spaces designated on the Condominium Map as spaces numbered 19C, 20C, 21C, 36C, 37C and 38C. The 1st Floor contains a recreation room, laundry room, heater room, sauna and restroom facilities, swimming pool, trash room, elevator lobby, the manager's unit and 29 regular and 9 compact parking spaces designated on the Condominium Map as spaces numbered 39C, 47C, 51C, 57C, 58C, 59C, 74C, 75C and 76C. The 2nd through 11th Floors each has 10 studio Apartments and a utility room. The two (2) elevators service the 1st through 11th Floors. Each Apartment is numbered according to its floor location and then its position on each floor. The Apartment numbers ascend consecutively starting from the Apartment in the east corner of the building ("01" preceded by the floor number) and proceeding generally towards Kinau Street to the Apartment in the south corner of the building ("05" preceded by the floor number), then from the Apartment in the north corner of the building ("06" preceded by the floor number) proceeding in the direction towards Kinau Street to the Apartment in the west corner of the building ("10" preceded by the floor number). For example, Apartment No. 201 is the Apartment in the east corner of the 2nd Floor of the building. The penthouse level contains an elevator machine room, utility room, and a penthouse with kitchen, lounge and restrooms. Access to the penthouse level is by a stairway.

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 four basic types of Apartments designated as Type "A", "AA", "B" and "BB". The location of each Apartment, approximate gross area, and the number of rooms contained in each type of Apartment are as follows:

A. Type "A" Apartments - Studio Apartments. Type "A" Apartments are located on the 2nd through 11th Floors, numbered "01", "02" and "04" preceded by the floor on which the Apartment is located, and contain two (2) rooms, consisting of the bathroom and the kitchen/living room and a lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls and the exterior faces of the lanai walls, and the center line of the party walls, each Type "A" Apartment has a gross area of approximately 472.5 square feet, consisting of the total of the following approximate areas: 399.5 square feet enclosed and 73 square feet of lanai.

B. Type "AA" Apartments - Studio Apartments. Type "AA" Apartments are located on the 2nd through 11th Floors, numbered "03" and "05", preceded by the floor number on which the Apartment is located, and are mirror images of Type "A" Apartments.

C. Type "B" Apartments - Studio Apartments. Type "B" Apartments are located on the 2nd through 11th Floors, numbered "06", "07" and "09", preceded by the floor number on which the Apartment is located, and contain two (2) rooms consisting of the bathroom and the kitchen/living room and a lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls and the exterior faces of the lanai walls, and the center line of the party walls, each Type "B" Apartment has a gross area of approximately 472.5 square feet, consisting of the total of the following approximate areas: 399.5 square feet enclosed and 73 square feet of lanai.

D. Type "BB" Apartments - Studio Apartments. Type "BB" Apartments are located on the 2nd through 11th Floors, number "08" and "10", preceded by the floor number on which the Apartment is located, and are mirror images of Type "B" Apartments.

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 (if any), as shown on the Condominium Map. 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 such 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 the common elements, the same being deemed common elements as hereinafter provided.

Each Apartment has access to a corridor which leads to two (2) stairways and two (2) elevators and then to a walkway on the 1st Floor which leads to the public street.

The Apartment numbers, the type of Apartments, number of bedrooms, approximate total gross area, parking space(s) made appurtenant to the Apartment, and the common interests appurtenant to each Apartment are also set forth hereinbelow:

<u>APT. NO.</u>	<u>TYPE</u>	<u>NUMBER BEDROOMS</u>	<u>GROSS APT. AREA (S)</u>	<u>PARKING</u>	<u>COMMON INTEREST</u>
201	A	All Apart- ments are Studio Apartments	The approxi- mate gross area of each Apartment is 472.5 sq. ft.	---	The common interest appurtenant to each Apartment is 1%
202	A			---	
203	AA			---	
204	A			---	
205	AA			---	
206	B			---	
207	B			---	
208	BB			---	
209	B			---	
210	BB			---	
301	A			---	
302	A			---	
303	AA			---	
304	A			---	
305	AA			---	
306	B			---	
307	B			---	
308	BB			---	
309	B			---	
310	BB			---	
401	A			---	
402	A			---	
403	AA			---	
404	A			---	
405	AA			19C	
406	B			20C	
407	B			21C	
408	BB			38C	
409	B			37C	
410	BB			36C	
501	A			9	
502	A			10	
503	AA			11	
504	A			12	
505	AA			13	
506	B			14	
507	B			15	
508	BB			16	
509	B			17	
510	BB			18	
601	A			23	
602	A			22	
603	AA			1	

<u>APT. NO.</u>	<u>TYPE</u>	<u>NUMBER BEDROOMS</u>	<u>GROSS APT. AREA (S)</u>	<u>PARKING</u>	<u>COMMON INTEREST</u>
604	A	All Apart- ments are studio Apartments	The approxi- mate gross area of each Apartment is 472.5 sq. ft.	2	The common interest appurtenant to each Apartment is 1%
605	AA			3	
606	B			4	
607	B			5	
608	BB			6	
609	B			7	
610	BB		8		
701	A			33	
702	A			32	
703	AA			31	
704	A			30	
705	AA			29	
706	B			28	
707	B			27	
708	BB			26	
709	B			25	
710	BB			24	
801	A			75C	
802	A			76C	
803	AA			59C	
804	A			58C	
805	AA			57C	
806	B			51C	
807	B			47C	
808	BB			39C	
809	B			35	
810	BB			34	
901	A			43	
902	A			44	
903	AA			45	
904	A			46	
905	AA			60	
906	B			61	
907	B			62	
908	BB			63	
909	B			64	
910	BB			74C	
1001	A			49	
1002	A			50	
1003	AA			52	
1004	A			53	
1005	AA			55	
1006	B			56	
1007	B			40	
1008	BB			41	
1009	B			42	
1010	BB			54	
1101	A			65	
1102	A			66	
1103	AA			67	
1104	A			68	
1105	AA			69	

<u>APT. NO.</u>	<u>TYPE</u>	<u>NUMBER BEDROOMS</u>	<u>GROSS APT. AREA(S)</u>	<u>PARKING</u>	<u>COMMON INTEREST</u>
1106	B	All Apart-	The approxi-	70	The common
1107	B	ments are	mate gross	71	interest
1108	BB	studio	area of each	72	appurtenant
1109	B	Apartments	Apartment is	48	to each
1110	BB			73	Apartment is 1%

COMMON ELEMENTS: The Declaration provides that one estate shall be designated in all portions of the Project, other than the Apartments, and all other common elements mentioned in the Act, which are actually included in the Project, herein called "common elements," including specifically but not limited to:

a. Said land (which is intended to be leased to an Apartment owner separately and apart from a conveyance or other transfer of the Apartment);

b. All foundations, floor slabs (if any), columns, girders, beams, supports, unfinished perimeter and load-bearing walls, chases, entries, stairways and roof;

c. All yards, grounds, landscaping, walls, manager's unit, and recreational facilities;

d. All parking areas, and spaces, driveways and walkways;

e. The elevator(s) (if any) and all ducts, electrical equipment, central water heating system (if any), wiring, pipes and any other central and appurtenant transmission facilities and installations on, over, under and across the Project which serve more than one Apartment for services such as power, light, water, gas, refuse disposal, heating, cooling, sewer, telephone, radio and television signal distribution;

f. Any and all other 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.

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 parking spaces which are numbered and shown on the Condominium Map are each designated as limited common elements. With the exception of twenty-four (24) Apartments, each Apartment shall have appurtenant to it for its exclusive use the parking space designated as appurtenant to such Apartment, as shown hereinabove. Parking space(s) may be transferred from

Apartment to Apartment in the Project as hereinafter more particularly set forth or as otherwise permitted by law.

b. 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, common 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 for residential purposes subject to all provisions of this Declaration, the Bylaws, and as further provided hereinbelow. The maximum number of individuals permitted to reside in or occupy an Apartment shall be 2 individuals.

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 Bylaws.

OWNERSHIP OF TITLE: The Preliminary Title Report issued by Long & Melone, Ltd., dated November 15, 1979, as amended on March 21, 1980, states that the title to the land committed to the regime is vested in Donald C. G. Look and Mildred L. Look, husband and wife, and Howard H. Hamamoto and Joanne Hamamoto, husband and wife (herein "fee owners"). Developer is the lessee under a Ground Lease covering the Land, dated February 28, 1980, and recorded in said Bureau in Liber 14594, Page 195, and is the grantee under Building and Improvements Deeds, both dated

February 28, 1980, and recorded in said Bureau in Liber 14594, Pages 211 and 216.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report, as amended, also indicates the following encumbrances on the property as of March 21, 1980:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. Mortgage, in favor of Honolulu Federal Savings and Loan Association, dated March 30, 1972, and recorded in said Bureau in Liber 8248, Page 313.
3. Additional Charge Mortgage, in favor of Honolulu Federal Savings and Loan Association, dated December 22, 1972, and recorded in said Bureau in Liber 8824, Page 340.
4. Unrecorded leases and tenancy agreements, if any.
5. Real property taxes as may be due and owing. 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 dated February 28, 1980, and Bylaws attached, recorded in said Bureau in Liber 14594, Page 222; Condominium Map No. 702.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement, dated April 15, 1980, identifies Long & Melone Escrow, 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 relevant 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.

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 that: (1) 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 Bylaws; (2) 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 (3) the Sales Contract also provides that if the Apartment is rented, Buyer shall assume the lease or tenancy agreement.

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 conveyancing documents.

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 Bylaws 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 Bylaws; 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 Bylaws. Developer advises that the managing agent has not yet been selected.

CONVERSION OF PROPERTY: The Project involves the conversion of an apartment Building. The Developer has represented that to the best of his information and belief, the building built on the subject premises is in compliance with all ordinances, codes, rules and regulations or other requirements in force at that time of its construction thereof, and that no variance was granted from any ordinance, code, rule, regulation or other requirement in force at the time of construction thereof or from any current ordinance, code, rule, regulation or other requirement. Also, there are no current outstanding notices to the owners of the improvements of uncured violations or building


codes or of other municipal regulations. The Developer has submitted a letter to the Commission from the City's Building Department Director in support of the foregoing statements.

STATUS OF PROJECT: The Developer advises that the Building is pre-existing and is already completed. All Apartments will be sold "as is" without any warranties whatsoever and without any warranties of merchantability or fitness for a particular purpose with respect to purchaser's Apartment, appliances or anything installed therein, the common elements of the Project or any portions of the Project.

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 April 21, 1980.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1295 filed with the Commission on April 21, 1980.

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.



AH KAU YOUNG, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

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

Registration No. 1295

May 5, 1980