



**REAL ESTATE COMMISSION**  
PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES  
STATE OF HAWAII  
313 SO. BERETANIA ST.  
P. O. BOX 3469  
Honolulu 1, Hawaii

**PRELIMINARY  
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)  
PUBLIC REPORT**

**ON**  
**THE MARQUESAN**  
3056 KALAKAUA AVENUE  
City and County of Honolulu  
State of Hawaii

REGISTRATION NO. 18

**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.

September 16, 1963

SPECIAL ATTENTION

Particular attention of prospective purchasers is directed to the following:

- (1) Since the issuance of the Commission's Preliminary Report on March 1, 1962 and the AMENDED Preliminary Report of July 5, 1962 on this proposed horizontal property project, the Developer has advised that the project has been materially changed. This PRELIMINARY PUBLIC REPORT supersedes the two previously issued reports which are hereby cancelled. It is this document, REGISTRATION NO. 18 under date September 16, 1963, which the Developer must give to all prospective purchasers.
- (2) THE MARQUESAN is a proposed condominium project.
- (3) The Developer states that no application has been made for a building permit.
- (4) Architects are presently working on detailed building plans and specifications. Definitive preliminary plans, ground floor, apartment floor, and elevation plans have been filed with the Commission.
- (5) The Master Lease and the Declaration, as contemplated in the Horizontal Property Act, are neither prepared nor recorded. The lease executed with the sole owner provides for consent of lessor to submit the property to a Master Lease and individual apartment leases.

The Developer advises the Commission that preparation and execution of the Master Lease and Declaration will be given priority attention.

- (6) Apartment leases have not been prepared.
- (7) By-Laws of the Council of Co-owners have not been prepared.
- (8) No determination has been made by the Developer as to the mechanics of assigning the Master Lease and the Apartment Leases.

NOTE: The Developer advises that where in the above some particular requirement or requirements have not been fulfilled, it is his intention to complete these within the earliest, reasonable time. No binding contract or agreement between the Developer and a purchaser will be executed until these requirements have been met.

- (9) The purchaser is advised to acquaint himself with the general provisions of the Horizontal Property Act enacted by the Legislature of the State of Hawaii in 1961. This statute was amended by the Legislature in 1962 and again in 1963.

NAME OF PROJECT: THE MARQUESAN

DEVELOPER: Rejess Corporation, Ltd., a Hawaii corporation, 3056 Kalakaua Avenue, Honolulu, Hawaii; registered with the State of Hawaii on January 20, 1960, the officers are:

Earle S. Spangler, President.....4599 Waikui St., Honolulu  
 Max W. Moody, Vice-President.....903 Kealaolu Ave., Honolulu  
 Don D. Fleming, Sec-Treas.....696 Elepaio St., Honolulu  
 Russell W. Starr, Director.....5967 Maunalani Circle, Honolulu  
 Garfield King, Director.....3944 Noela Place, Honolulu  
 William M. Drew, Director.....5384 Manauwea St., Honolulu

LOCATION: At the intersection where Kiele and Kalakaua Avenues join Coconut Avenue, at Kapua, Waikiki, City and County of Honolulu, State of Hawaii. Zoning is hotel-apartment.

TAX MAP KEY: FIRST DIVISION 3-1-33; 15

DESCRIPTION: The proposed building will be a 7-story reinforced concrete structure consisting of 6 apartment floors with 3 different apartment models (930, 1000, and 928 sq. ft. floor areas) to each floor to be built in a hotel-apartment zone having a land area of approximately 8132 sq. ft.

It is planned to be built on a corner lot bounded by Kalakaua, Coconut, and Kiele Avenues. The property does not have an ocean frontage but tenants will have access to the beach by way of a public right-of-way located about 175 feet ewa from its boundary.

There will be a street-level parking area. Each apartment unit will be entitled to the use of one parking space.

Each apartment unit will have 2 bedrooms, 1-1/2 baths, living room, lanai, and kitchen furnished with the following appliances: refrigerator/freezer combination, range, oven, dishwasher, disposal, washer/dryer combination, and a hot water heater.

COMMON ELEMENTS: The Developer advises that "Common Elements" will include:

- (1) Double stairs, elevator shaft, trash room, mechanical and hot water supply room, tool room, bather's shower stall.
- (2) Lobby and street-level parking floor: driveway to parking spaces, entrance stairs, and walkways and exits.
- (3) Apartment floors: double stairway, elevator, passageways, access to trash chute; roof of building and access thereto.
- (4) Cold water supply, electric mains, wet and dry standpipes, gas mains, telephone and television antenna conduits.
- (5) All other elements of the building necessary to its existence, maintenance and safety.

OWNERSHIP TO TITLE: Paul Koy, unmarried, who resides at 436 Namahana Street, Honolulu, Hawaii, owns the property in fee.

ENCUMBRANCES AGAINST TITLE:

- (1) A lease from Paul Koy, lessor, to Rejess Corp., Ltd., lessee and developer, executed July 1, 1963.
- (2) An easement two feet wide running along and parallel to the entire northwest boundary of said Lot 50 and extending 67.5 feet in length northerly from the Kalakaua Avenue boundary of said Lot 50 in favor of the owners, from time to time, of Lot 51 of said "Diamond Head Terrace Tract" as set forth in Grant from Louis P. Stephens and Marjorie Booth Stephens, husband and wife, to Samuel Stanford Steinhauser and Marion Cochran Steinhauser, dated June 16, 1950.

The term of the lease between Paul Koy and the Developer is for a 99-year period which commenced July 1, 1963. The lease provides for a certain set sum for annual rental for the first 27-year period, \$500.00 per month for 1st year and \$600.00 per month for next 26 years. For each of the 12-year periods thereafter it provides that the rental be determined by mutual agreement between Lessor and Lessee and to be based on 6% of the then market value of the land only, that the annual net rental during each of the 12-year periods to be not less than the annual rental being paid during the preceding 12-year period.

NOTE: OPTION TO PURCHASE: The following provisions on an option to purchase are contained in the lease.

Option exercisable on the fifth anniversary of the lease and for a six-month period thereafter to purchase the Fee for the sum of \$135,000 of which amount \$10,000 is payable upon execution of the purchase instrument, and the balance secured by a promissory note payable monthly over a 25-year period bearing interest at 6% per annum at \$741.00 per month including principal and interest.

INTEREST TO BE CONVEYED TO PURCHASER: The Developer advises that each of the 18 apartment owners will receive:

- (1) A certain apartment.
- (2) One parking stall.
- (3) An undivided one-eighteenth interest as tenant in common to use in common with the owners of the other apartments in the building the general common elements described above.
- (4) A one-eighteenth interest in the leasehold upon which "THE MARQUESAN" is proposed to be constructed.

PURCHASE MONEY HANDLING: An escrow agreement executed July 1, 1963 between the Developer and the National Escrow & Title Corporation stipulates that all deposits received on reservations for the apartments will be placed in an account to be called "Rejess Corp., Ltd., Escrow Account," in any insured bank or Savings & Loan institution.

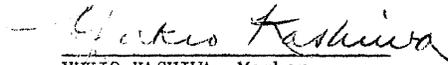
The agreement further provides that moneys received are not to be disbursed for any reason until such time as a binding contract or agreement has been executed between the purchaser and the Developer and that in the event the parties cannot agree on the terms and conditions on or before December 31, 1963, the money upon demand will be returned to the depositor.

The purchaser is advised to inspect the escrow agreement.

An apartment reservation receipt form has been prepared by the Developer which stipulates, among other things, that the deposit will be placed in the escrow account by the National Escrow & Title Corporation in any insured bank or Savings & Loan institution, and that if the purchaser and the Developer cannot agree on the terms and conditions of the purchase on or before December 31, 1963 the full deposit upon demand will be returned to the purchaser, including any earnings received on such deposits.

MANAGEMENT AND OPERATION: The Developer has not worked out the details in the management or operation of the building. It advises, however, that they will be ready before a binding contract is presented to the purchaser.

The purchaser is advised to acquaint himself with the general provisions of the horizontal property regime law enacted by the Legislature in 1961 governing pro-rata contribution towards monthly maintenance expenses by the apartment owners.

  
YUKIO KASHIWA, Member  
HAWAII REAL ESTATE COMMISSION

cc: DEPT. OF TAXATION  
DEPT. OF REGULATORY AGENCIES  
(Business Registration Division)  
BUREAU OF CONVEYANCES  
PLANNING DEPT., CITY AND COUNTY OF HONOLULU