



**REAL ESTATE COMMISSION**  
PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES  
STATE OF HAWAII  
424 SO. BERETANIA STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

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

on  
**HOLIDAY MANOR**  
1650 Kanunu Street  
Honolulu, Hawaii

REGISTRATION NO. 58

**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.

March 23, 1965

SPECIAL ATTENTION

Particular attention of the purchaser or prospective purchaser is directed to the following:

- (1) HOLIDAY MANOR is a proposed leasehold condominium project consisting of two hundred twenty-one (221) dwelling units. Two concurrent leases comprise the Master Lease.
- (2) The Developer has filed the following documents or specimen documents with the Commission for examination: Notice of Intention; Master Lease (Carter Estate Lease and Atkinson Building Lease); Assignment of Carter Estate Lease to Edwin Yee, Ltd.; Assignment of Carter Estate Lease and Atkinson Building Lease to Developer; Certificate of Search of Title (Lien Letter); Articles of Association and Affidavit and By Laws of Developer; Declaration, with By Laws Annexed; House Rules; Sales Deposit Contract; Apartment Lease Assignment; Promissory Note and Second Mortgage; Escrow Agreement; Property Management Agreement; Standard Form of Agreement Between Owner and Contractor (construction contract); Performance Bond; Labor and Material Payment Bond; Plans and Specifications; Mortgage Covering Master Lease; Additional Security Mortgage; and Statement of Financing.
- (3) The purchaser or prospective purchaser is advised to acquaint himself with the general provisions of the Horizontal Property Act (HPA) enacted by the Legislature of the State of Hawaii in 1961. This statute was amended by the Legislature in 1962 and substantially improved again by 1963 and 1964 amendments.

NAME OF PROJECT: HOLIDAY MANOR

DEVELOPER: CONDOMINIUM HAWAII, INC., 801 Kaheka Street, Honolulu, Hawaii, Telephone 961651, a Hawaii corporation, registered with the Director, Department of Regulatory Agencies, State of Hawaii, August 14, 1963.

The officers are as follows:

Edwin K.Q. Yee, President, 801 Kaheka Street, Honolulu, Hawaii  
Harry H. Otsuji, Executive Vice President, 2629 Date Street, Honolulu, Hawaii  
Herbert C. H. Chun, Vice President, 4120 Papu Circle, Honolulu, Hawaii  
Abraham K. Tokioka, Secretary-Treasurer, 1548 Pukele Street, Honolulu, Hawaii

ATTORNEY REPRESENTING DEVELOPER: Doi, Yamada & Shinsato  
(Attention: Mr. Masato Doi), 419 First National Bank Bldg., Honolulu, Hawaii  
Telephone 573338.

TAX KEY: FIRST DIVISION 2-3-19: Parcels 61, 62, 63, 64.

ZONING: Apartment-Hotel.

DESCRIPTION: The land covered by the two leases which comprise the Master Lease committed to this project consists of four adjoining parcels of land containing an aggregate of 46,475 square feet of land, more particularly described in the Master Lease. The street address of the project is 1650 Kanunu Street, Honolulu, Hawaii.

Holiday Manor is comprised of one fourteen story building of reinforced concrete. It will contain 17 apartments on each floor from the second to the fourteenth floors inclusive, or a total of 221 apartments. The ground (first) floor will be used for parking, but there will be one apartment situate thereon which will be reserved for the resident manager and is designated a common element. Each apartment is a studio unit, approximately 362 square feet in area, containing one living-dining-kitchen combination room (convertible into bedroom), and one bathroom. The immediate common element to which each apartment has access will be an internal hallway. Numbering of each apartment shall be as follows, with the first one or two numerals, as the case may be, indicating the floor of the building:

First (Ground) Floor: No apartments (except for one apartment-office reserved for use of the resident manager and which is a common element).

Second Floor: 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 218 (note, no 217)

Third to Fourteenth Floors similar to Second Floor numbering except the first or first two numbers correlate with the floor level.

Apartments do not have any designated parking spaces. 112 parking stalls are provided, but their use will be controlled by the Association of Apartment Owners.

COMMON ELEMENTS: Common elements consist of: (a) leasehold interest in land; (b) all foundations, columns, girders, roof, chases, lobbies, hallways, stairs, entrances and exits to building; (c) parking area, driveways, yard and refuse areas; provided, however, that the right to use parking spaces in the parking area may be rented for the exclusive use of certain apartments or otherwise disposed of by the Association under such terms and conditions as it determines; (d) all ducts, electrical equipment, wiring and other central and appurtenant installations for services, including power, light, water, refuse and telephone; (e) the apartment-office (unnumbered) on the ground (first) floor, reserved for use by the resident manager of the project; (f) elevator with housing and appurtenant equipment; (g) swimming pool and water heater; (h) all common elements mentioned in the Horizontal Property Act which are actually constructed in the project.

LIMITED COMMON ELEMENTS: There are no limited common elements in the project.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment purchaser will receive a leasehold interest in the apartment and a common interest in the common elements. The common interest appurtenant to each apartment for all purposes, including voting, is one two-hundred-twenty-first (1/221).

OWNERSHIP: Fee title to the land in the project is owned as follows:

- (a) Thomas Jacob Carter, Sr., and Richard Lane Carter, Trustees of the Margaret V. Carter Trust Estate, own Lot 46, 47, and 48, as shown on Map 1 of Land Court Consolidation No. 33, being all of the land described in Transfer Certificate of Title No. 98, 108.
- (b) Atkinson Building, Inc., a Hawaii corporation, owns Lot 49 as shown on said Map 1, being all of the Land described in Transfer Certificate of Title No. 108, 086.

The Trustees leased their lots to Edwin Koon Quon Yee and Richard Makoto Takeyama by lease dated June 22, 1964 and filed as Document No. 336170. The lessees then assigned their lease to Edwin Yee, Ltd., a Hawaii corporation, by assignment dated December 21, 1964 and filed as Document No. 349603. Atkinson Building, Inc., leased its lot to Edwin Yee, Ltd., by lease dated December 21, 1964, and filed as Document No. 349602. Edwin Yee, Ltd., then assigned both leases to the Developer by assignment dated December 21, 1964 and filed as Document No. 349604.

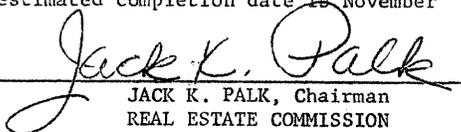
ENCUMBRANCES AGAINST PROPERTY SUBMITTED TO REGIME: In the Notice of Intention, the Developer describes the following encumbrances: (1) Mortgage in favor of Island Federal Savings & Loan Association of Honolulu dated December 21, 1964 for \$2,120,000 filed as Document No. 349605; (2) Additional security mortgage on fee of Lot 49 only in favor of same mortgagee (Island Federal) dated December 21, 1964 securing same indebtedness of \$2,120,000 filed as Document No. 349606; (3) assessments under Improvement District No. 153; (4) general easements and set-back as shown in Certificate of search.

PURCHASE MONEY HANDLING: An Escrow Agreement has been executed between Guardian Escrow Service, Inc., a Hawaii corporation, as "Escrow Agent" and the Developer, as "Seller" dated January 15, 1965. This escrow arrangement sets forth the duties and responsibilities of the escrow agent in receiving, holding and disbursing of funds.

Note: It is incumbent upon the purchaser that he reads this Escrow Agreement which establishes how the proceeds from the sale of dwelling units are placed in trust, as well as the retention and disbursement of the trust funds.

MANAGEMENT AND OPERATION: The by laws of the Association of Apartment Owners gives the Board of Directors, authority to manage and control the project. Initially, the Developer has contracted with First Management and Sales, Inc., a Hawaii corporation, to be the managing agent, for a period of two years, by Property Management Contract dated January 15, 1965.

STATUS OF PROJECT: The Developer advises that as of this date, the building is about five per cent (5%) complete. The contractor on the project is Pacific Construction Company, Ltd., and the architect is Lemmon, Freeth, Haines & Jones (Frank Haines, supervising architect). The estimated completion date is November of 1965.

  
JACK K. PALK, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

cc: DEPARTMENT OF TAXATION  
DEPARTMENT OF REGULATORY AGENCIES  
(Business Registration Division)  
BUREAU OF CONVEYANCES  
PLANNING DEPARTMENT, CITY & COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION