

# 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

## PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on  
KOKO ISLE  
Extension of Anapalau Street  
Kuapa Pond  
Honolulu, Hawaii

REGISTRATION NO. 174

### 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.

Issued: September 5, 1967  
Expires: October 3, 1968

#### SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JUNE 30, 1967. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW AND AMENDMENTS THERETO BY ACT 244 (L. 1967) EFFECTIVE JUNE 6, 1967.

1. KOKO ISLE is a proposed lease cluster condominium project consisting of one hundred twenty-four (124) dwellings units arranged throughout twenty-three (23) detached buildings of two (2) floors. There are two hundred and forty-eight (248) parking stalls for apartment occupants and sixty-six (66) parking stalls available for guests.
2. The Developer of the project has submitted to the Commission for examination a filing of documents and exhibits which are complete except for some particular requirement, or requirements, which can be expected to be completed as part of this registration.

3. Advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
4. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 170A, Revised Laws of Hawaii 1955 (as amended, particularly by ACT 244, L. 1967 and effective June 6, 1967) and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
5. If a Final Public Report is not issued within one year from the date of this Preliminary Public Report, September 5, 1967, purchasers shall be entitled to refund of all moneys paid without further obligation.

NAME OF PROJECT: KOKO ISLE

LOCATION: The 13.791 acres of filled land committed to the project is situated on the Koko Head (East) side of Kuapa Pond, at Maunaloa, Honolulu, Oahu, Hawaii. An access road over a causeway connecting KOKO ISLE with Anapalau Street is planned for road and utility purposes.

TAX KEY: FIRST DIVISION 3-9-07

ZONING: Apartment District B

DEVELOPER: Lunailo Development Co., is a joint venture composed of the following:

Kaiser Hawaii-Kai Development Co.  
7120 Kalaniana'ole Highway, Honolulu, Hawaii.

Directors

Henry J. Kaiser, Chairman of the Board  
Edgar F. Kaiser, President  
E. E. Trefethen, Jr., Executive Vice  
President  
F. A. Ferroggairo  
George E. Link  
William Marks, Vice President,  
Secretary and Assistant Treasurer  
Paul S. Marvin, Vice President and  
Assistant Secretary  
A. B. Ordway, Vice President

Officers

K. Tim Yee, Vice President and  
General Manager  
Robert E. Bernard, Vice President  
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Donald Browne, Vice President,  
Treasurer and Assistant Secretary  
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Lambreth Hancock, Jr., Vice  
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Paul C. Meyer, Vice President  
and Assistant Secretary  
L. H. Oppenheim, Vice President  
David C. Slipher, Vice President  
Michael L. Toohey, Controller,  
Assistant Secretary and Assistant  
Treasurer  
A. E. Forster, Assistant Secretary  
George Pai, Assistant Secretary  
H. O. Tracy, Assistant Secretary  
and Assistant Treasurer  
James H. Woodhead, Assistant  
Secretary

and

Lewers & Cooke, Incorporated  
404 Piikoi Street, Honolulu, Hawaii

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H. H. Chata	Assistant Treasurer
R. I. Oshiro	Assistant Treasurer
J. P. Schlick (New York)	Assistant Treasurer
R. C. Longmire	Assistant Secretary
B. Gilcrist	Assistant Secretary
R. T. Heilpern (New York)	Assistant Secretary

A development agreement made August 4, 1966 by Lewers & Cooke Development Corporation, 404 Piikoi Parkway, Honolulu, Hawaii, and Kaiser Hawaii-Kai Development Co., 7120 Kalaniana'ole Highway, Honolulu, Hawaii, the Joint Venture, as Buyer, and Kaiser Hawaii-Kai Development Co., as Seller, has been submitted to the Commission for examination and as part of this registration.

ATTORNEY REPRESENTING DEVELOPER: Okamura and Takushi (Attention: Mr. James Funaki), 1022 Bethel Street, Honolulu, Hawaii, telephone 561-791 and Mr. George Pai, 7120 Kalaniana'ole Highway, Honolulu, Hawaii, telephone 362-331.

DESCRIPTION: The plan is to build one hundred twenty-four dwelling units in 23 two-story residential buildings constructed principally of wood and concrete tile. Apartments 101 through 103 inclusive are located on the first and second floors of Building No. One. Apartments 201 through 206 inclusive are located on the first and second floors of Building No. Two. Apartments 301 through 303 inclusive are located on the first and second floors of Building No. three. Apartment 401 through 405 inclusive are located on the first and second floors of Building No. four. Apartments 501 and 502 are located on the first and second floors of Building No. Five. Apartments 601 through 603 inclusive are located on the first and second floors of Building No. Six. Apartments 701 and 702 are located on the first and second floors of Building No. Seven. Apartments 801 through 804 inclusive are located on the first and second floors of Building No. Eight. Apartments 901 through 909 inclusive are located on the first and second floors of Building No. Nine. Apartments 1001 through 1005 inclusive are located on the first and second floors of Building No. Ten. Apartments 1101 through 1103 inclusive are located on the first and second floors of Building No. Eleven. Apartments 1201 through 1211 inclusive are located on the first and second floors of Building No. Twelve. Apartments 1301 through 1308 inclusive are located on the first and second floors of Building No. Thirteen. Apartments 1401 through 1411 inclusive are located on the first and second floors of Building No. Fourteen. Apartments 1501 through 1504 inclusive are located on the first and second floors of Building No. Fifteen. Apartments 1601 through 1604 inclusive are located on the first and second floors of Building No. Sixteen. Apartments 1701 through 1709 inclusive are located on the first and second floors of Building No. Seventeen. Apartments 1801 through 1807 inclusive are located on the first and second floors of Building No. Eighteen. Apartments 1901 through 1904 inclusive are located on the first and second floors of Building No. Nineteen. Apartments 2001 through 2006 inclusive are located on the first and second floors of Building No. Twenty. Apartments 2101 through 2104 inclusive are located on the first and second floors of Building No. Twenty-One. Apartments 2201 through 2207

inclusive are located on the first and second floors of Building No. Twenty-Two. Apartments 2301 through 2304 inclusive are located on the first and second floors of Building No. Twenty-Three.

Each apartment contains the number of rooms and approximate gross covered floor area according to its respective plan, which plans are designated 2A, 2B, 3A, 3B, 3C, 3RA, 3RB, 3RC, 4A, 4B, 4C, 4RA, 4RB, 5A, 5B, 5RA, 5RB, as follows:

2A. Four apartments (603, 804, 901, 1704) contain six rooms, including two bedrooms, 1-1/2 baths, and floor area of 1,098 square feet.

2B. Three apartments (908, 1003, 1705) contain six rooms, including two bedrooms, 1-1/2 baths, and floor area of 1,098 square feet.

3A. Twenty-five apartments (102, 205, 402, 403, 405, 303, 902, 903, 1102, 1205, 1206, 1303, 1402, 1403, 1410, 1603, 1702, 1703, 1706, 1707, 1802, 1903, 2202, 2203, 2206) contain eight rooms, including three bedrooms, 2-1/2 baths, and floor area of 1,400 square feet.

3B. Seventeen apartments (204, 302, 404, 501, 602, 302, 906, 907, 1004, 1209, 1306, 1708, 1805, 2001, 2004, 2005, 2006) contain eight rooms, including three bedrooms, 2-1/2 baths, and floor area of 1,400 square feet.

3C. Sixteen apartments (202, 203, 1002, 1202, 1210, 1302, 1307, 1406, 1407, 1502, 1503, 1806, 2102, 2103, 2302, 2303) contain eight rooms, including three bedrooms, 2-1/2 baths, and floor area of 1,400 square feet.

3RA. Seven apartments (1203, 1208, 1304, 1405, 1409, 1803, 1804) contain eight rooms, including three bedrooms, 2-1/2 baths, and floor area of 1,539 square feet.

3RB. Nine apartments (904, 905, 1204, 1207, 1305, 1408, 1602, 2002, 2205) contain eight rooms, including three bedrooms, 2-1/2 baths, and floor area of 1,539 square feet.

3RC. Four apartments (702, 1404, 2003, 2204) contain eight rooms, including three bedrooms, 2-1/2 baths, and floor area of 1,539 square feet.

4A. Nine apartments (502, 1501, 1604, 1701, 1709, 1901, 1902, 1904, 2207) contain ten rooms, including three bedrooms, three baths, study, and floor area of 1,670 square feet.

4B. Seven apartments (101, 206, 301, 1101, 1307, 2201, 2301) contain ten rooms, including three bedrooms, three baths, study, and floor area of 1,670 square feet.

4C. Four apartments (1201, 1211, 1301, 1308) contain ten rooms, including three bedrooms, three baths, study, and floor area of 1,670 square feet.

4RA. Six apartments (103, 601, 701, 1001, 1005, 1601) contain ten rooms, including three bedrooms, three baths, study, and floor area of 1,700 square feet.

4RB. Three apartments (201, 1103, 2404) contain ten rooms, including three bedrooms, three baths, study, and floor area of 1,700 square feet.

5A. Two apartments (909, 1504) contain eight rooms, including two bedrooms, two baths, study, and service yard, and floor area of 1,268 square feet.

5B. One apartment (1401) contains eight rooms, including two bedrooms, two baths, study, and floor area of 1,268 square feet.

5RA. Three apartments (401, 301, 2101) contain eight rooms, including two bedrooms, two baths, study, and floor area of 1,393 square feet.

5RB. Four apartments (303, 1411, 1801, 2104) contain eight rooms, including two bedrooms, two baths, study, and floor area of 1,393 square feet.

Each apartment has immediate access to the walkways and driveways connecting its building to the street entrances of the project.

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, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include the adjacent patios, storage areas, if any, and privacy areas designated on said Condominium File Plan by the same number as each apartment, all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein including stove, exhaust fan, garbage disposer and hot water heater. Each respective apartment owner shall be responsible for the neat and orderly maintenance, repair and upkeep of said privacy areas, and in the event such apartment owner fails to so maintain such areas at a level and scheme generally consistent with the maintenance of the common elements by the Association of Apartment Owners, as determined by the Board of Directors, or according to standards to be established by said Association, the Association may provide the necessary maintenance and the cost of such maintenance shall be assessed against the apartment upon which such maintenance is done and shall be added to and become a part of the assessment to which such apartment is subject.

COMMON ELEMENTS: Including specifically but not limited to: (a) Said land in fee simple; (b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, partition and load-bearing walls and roofs of the residential buildings; (c) All yards, grounds and landscaping not designated privacy areas, pavilion, recreational facilities, and refuse facilities; (d) All roads, parking areas, and driveways which are rationally of common use by all apartment owners; (e) All ducts, electrical equipment, wiring and other central and appurtenant installations running within said land and to and through the buildings and/or carports for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution; (f) 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, called "limited common elements" are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements consisting of a carport with two parking spaces designated on the Condominium Map by the same number as each apartment.

INTEREST TO BE CONVEYED PURCHASER: Each apartment shall have appurtenant thereto an undivided .30646 percentage interest in all common elements of the project and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: 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 apartment 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 bellman service. Except for such transient or hotel purposes, the owners of the respective apartments shall have absolute right to lease such apartments subject to all the provisions of the Declaration of Horizontal Property Regime.

OWNERSHIP TO TITLE: The Notice of Intention states the ownership to title is vested in Trustees Under the Will and of the Estate of Bernice Pauahi Bishop, Deceased. The title evidence report prepared July 28, 1967 by Long & Melone, Ltd., a Hawaii corporation, verifies that the vestee is as designated above.

ENCUMBRANCES AGAINST TITLE: The title search report identifies the following as of July 28, 1967: Reservation in favor of the Hawaiian government of all mineral and metallic mines of every description. Easements 1, 2 and 3 as shown on File Plan 1025, being the plan approved by the Planning Department, City and County of Honolulu on August 3, 1967. Developer's Agreement by and between Kaiser Hawaii-Kai Development Co. and Levers and Cooke Development Corp. (now Levers and Cooke, Inc.) dated June 28, 1967, recorded in Liber 5730, page 91 at the Bureau of Conveyances, State of Hawaii. Mortgage and Financing Statement, Levers and Cooke Development Corp. (now Levers and Cooke, Inc.) to Bank of Hawaii dated June 28, 1967, recorded in Liber 5730, page 96 at the Bureau of Conveyances. Consent - Kaiser Hawaii-Kai Development Co., consents to the Real Estate Mortgage and Financing Statement, immediately above, dated June 28, 1967, recorded in Liber 5730, page 110. Taxes - there are no delinquent taxes due on the land under search as of July 28, 1967.

Declaration of Protective Provisions, as executed by Kaiser Hawaii-Kai Development Co. and the Trustees under the Will and of the Estate of Bernice Pauahi Bishop, Deceased, is a pact setting forth restrictions, covenants, and conditions that are of specific and personal interest to all purchasers and prospective purchasers.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement identifies Title Guaranty Escrow Services, Inc., a Hawaii corporation, as the Escrow Agent. On examination the specimen Sales Agreement and executed Escrow Agreement are found to be in compliance with Chapter 170A, Revised Laws of Hawaii, 1955 (as amended). On the Commission's instructions, the Developer has modified paragraph (4) of the Sales Agreement to provide adequate protection for the purchaser's funds. The language in the specimen contract illustrates compliance with the requirements of Sec. 170A-33.1 through 170A-33.5 as incorporated in the Horizontal Property Act through recent amendments, Act 244 (L. 1967) effective June 6, 1967.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Sales Agreement and the executed Escrow Agreement. The latter document, Escrow Agreement, establishes how the proceeds from the sale of dwelling units and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds.

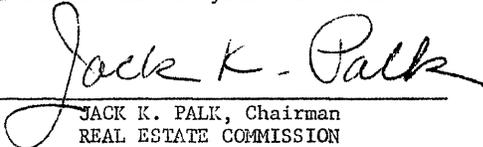
MANAGEMENT AND OPERATIONS: The declarant discloses that the administration of the project shall be vested in the Association of Apartment Owners. The proposed By-Laws of the Association place the responsibility of employing a responsible Hawaii corporation as Managing Agent to manage and control the project subject at all times to direction by the Board. A specimen agreement has been submitted as part of the registration and Levers and Cooke, Inc., are identified as the managing agent.

STATUS OF PROJECT: In the Notice of Intention, the Developer advises the Commission that on May 1, 1967 off-site improvement work commenced. It is estimated that off-site improvements will be completed on or about September 30, 1967. A specimen contract form has been filed and the Contractor who is to construct the building is identified as Benge Corporation and Snow & Ota'i Builders, Inc., Joint Venture.

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 June 30, 1967 and additional information subsequently filed as of September 1, 1967.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 174 filed with the Commission June 30, 1967.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be yellow in color.

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

REB:va

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PLANNING DEPARTMENT, C&C OF HONOLULU  
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ESCROW AGENT

September 5, 1967  
Registration No. 174