

# 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  
KING MANOR  
818 South King Street  
Honolulu, Hawaii

REGISTRATION NO. 224

### **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: November 6, 1968  
Expires: December 6, 1969

#### SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED SEPTEMBER 10, 1968 AND INFORMATION SUBSEQUENTLY FILED AS LATE AS NOVEMBER 4, 1968. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT AND AMENDMENTS THERETO BY ACT 244 (L. 1967) EFFECTIVE JUNE 6, 1967.

1. KING MANOR is a proposed leasehold condominium project consisting of one hundred and sixteen (116) residential apartments (including the resident manager's apartment) arranged throughout a single twenty-one (21) story reinforced concrete structure. One hundred and twenty-four (124) parking stalls are available.
2. The Developer of the project has filed all documents and information deemed necessary by the Commission for registration of this proposed condominium and issuance of this Final Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners, and a copy of the approved Floor Plans) have been filed in the office of the recording officer.

The Declaration of Horizontal Property Regime dated August 29, 1968 with the By-Laws attached was recorded in the Bureau of Conveyances, State of Hawaii, on September 9, 1968 as Document No. 39631 in Liber 6214, Pages 35 through 65.

The Registrar has designated the project Condominium Map No. 115 under Document No. 39630.

Master Lease dated September 1, 1967 and executed September 5, 1967 was recorded in the Bureau of Conveyances, State of Hawaii, on October 5, 1967 in Liber 5818, Pages 52 through 73.

Amendment to Master Lease dated May 28, 1968 was recorded in the Bureau of Conveyances, State of Hawaii, on June 3, 1968 in Liber 6083, Pages 170 through 176.

4. No advertising or promotional matter has been submitted to the Commission pursuant to rules and regulations promulgated by the Commission.
5. The prospective purchaser is advised to acquaint himself with the provisions of Chapter 170A, Revised Laws of Hawaii 1955, as amended, and the rules and regulations promulgated thereunder which relate to Horizontal Property Regime.
6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, November 6, 1968, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: KING MANOR

LOCATION: The approximate 15,048 square feet of land committed to the regime is situated on the mauka (northeast) side of the eight hundred block of South King Street at Kulaokahua, Honolulu, City and County of Honolulu, State of Hawaii.

TAX MAP KEY: First Division, 2-1-42:1

ZONING: Business

DEVELOPER: King Manor Development Company, a Hawaii limited partnership. General Partners: Kam Tai Lee (669 Hakaka Place, Honolulu, Hawaii); Bert S. Mitsunaga (3572 Nipo Street, Honolulu, Hawaii).

ATTORNEY REPRESENTING DEVELOPER: Padgett, Greeley, Marumoto and Akinaka (Attention: Mr. Asa M. Akinaka), 438 Alexander Young Building, Honolulu, Hawaii. Telephone 575-976.

DESCRIPTION: This will be a leasehold residential condominium complex consisting of a single reinforced concrete building, containing a total of one hundred and sixteen (116) residential apartment units, including the resident manager's apartment. One hundred and twenty-four (124) parking stalls will be available. The building will consist of twenty-one (21) floors as follows:

- (a) 1st floor, on street level: containing the resident manager's apartment, a lobby area, trash room, and 26 parking stalls.
- (b) 2nd floor: containing a lobby area, two storage rooms, a transformer room, and 32 parking stalls.
- (c) 3rd floor: containing a lobby area, three storage rooms, and 33 parking stalls.
- (d) 4th floor: containing a lobby area, two storage rooms, and 33 parking stalls.

- (e) 5th floor: containing a swimming pool, a sauna room, men's and women's toilets, a court area, lobby area, storage room, janitor's room and 7 apartments.
- (f) 6th through 18th floors: each containing a lobby area and 7 apartments
- (g) 19th floor: containing a lobby area and 6 apartments
- (h) 20th floor: containing a lobby area and 7 apartments
- (i) 21st floor: containing a lobby area and 4 apartments

There are one hundred and fifteen (115) freehold estates in the spaces within the perimeter walls, floors and ceilings of the 115 apartments on the 5th through 21st floors of the building, the resident manager's apartment on the first floor being a common element. The 115 apartments shall be deemed to include the walls and partitions which are not load-bearing and which are within its perimeter walls; doors and door frames; windows and window frames; the inner decorated or finished surfaces of all walls, floors, and ceilings; exterior air space bounded by the exterior of the lanai railing; and all fixtures originally installed therein including range and oven, refrigerator-freezer, garbage disposal, washer-dryer, dishwasher, and floor covering.

All apartments will be numbered and located as shown on Condominium Map No. 115. The digit or digits which precede the last two digits of an apartment number indicate the floor on which the apartment will be located.

The resident manager's apartment on the 1st floor will have immediate access to a corridor connecting to the elevators and stairways which will give access to the first floor and thence to the street.

Each apartment on the 5th through 21st floors will have immediate access to the corridors connecting to the elevators and stairways which will give access to the first floor and thence to the street.

Each of the 116 apartments, including the resident manager's apartment, will be one of 20 types:

<u>Type</u>	<u>Apartment</u>
GF	101 (resident manager's apartment)
I	601, 701, 801, 901, 1001, 1101, 1201, 1301, 1401, 1501, 1601, 1701, 1801, 1901
I-R	501
II	602, 702, 802, 902, 1002, 1102, 1202, 1302, 1402, 1502, 1602, 1702, 1802, 1902
II-R	502
II-A	603, 703, 803, 903, 1003, 1103, 1203, 1303, 1403, 1503, 1603, 1703, 1803, 1903
II-A-R	503
III	604, 704, 804, 904, 1004, 1104, 1204, 1304, 1404, 1504, 1604, 1704, 1804, 1904, 2004
III-A-R	504
IV	605, 705, 805, 905, 1005, 1105, 1205, 1305, 1405, 1505, 1605, 1705, 1805, 1905, 2005
IV-R	505
V	606, 706, 806, 906, 1006, 1106, 1206, 1306, 1406, 1506, 1606, 1706, 1806, 2006

Type	Apartment
V-R	506
VI	607, 707, 807, 907, 1007, 1107, 1207, 1307, 1407, 1507, 1607, 1707, 1807, 2007
VI-A-R	507
VII	2001, 2101
VIII	2002, 2102
VIII-A	2003, 2103
IX	1906
X	2100

The number of rooms and approximate area of each apartment are as follows:

Type GE: A common element on the 1st floor for use by the resident manager; 4 rooms, including a bedroom, bathroom, kitchen, and office-living-dining room; approximately 644 square feet of enclosed and total apartment area.

Type I: A balcony and 6 rooms, including 2 bedrooms, a bathroom, lavatory, kitchen, and living-dining room; approximately 813 square feet of enclosed area and 40 square feet of balcony area, or 853 square feet of total apartment area.

Type I-R: A lanai and 6 rooms, including 2 bedrooms, a bathroom, lavatory, kitchen, and living-dining room; approximately 353 square feet of enclosed area and 1,064 square feet of lanai area, or 1,917 square feet of total apartment area.

Type II: A balcony and 4 rooms, including a bedroom, bathroom, kitchen, and living-dining room; approximately 598 square feet of enclosed area and 80 square feet of balcony area, or 678 square feet of total apartment area.

Type II-R: A lanai and 4 rooms, including a bedroom, bathroom, kitchen, and living-dining room; approximately 678 square feet of enclosed area and 644 square feet of lanai area, or 1,322 square feet of total apartment area.

Type II-A: A balcony and 4 rooms, including a bedroom, bathroom, kitchen, and living-dining room; approximately 611 square feet of enclosed area and 40 square feet of balcony area, or 651 square feet of total apartment area.

Type II-A-R: A lanai and 4 rooms, including a bedroom, bathroom, kitchen, and living-dining room; approximately 651 square feet of enclosed area and 812 square feet of lanai area, or 1,463 square feet of total apartment area.

Type III: A balcony and 3 rooms, including a bathroom, kitchen, and living-sleeping-dining room; approximately 468 square feet of enclosed area and 40 square feet of balcony area, or 508 square feet of total apartment area.

Type III-A-R: A lanai and 3 rooms, including a bathroom, kitchen, and living-sleeping-dining room; approximately 406 square feet of enclosed area and 190 square feet of lanai area, or 596 square feet of total apartment area.

Type IV: A balcony and 3 rooms, including a bathroom, kitchen, and living-sleeping-dining room; approximately 408 square feet of enclosed area and 45 square feet of balcony area, or 433 square feet of total apartment area.

Type IV-R: A lanai and 3 rooms, including a bathroom, kitchen, and living-sleeping-dining room; approximately 453 square feet of enclosed area and 195 square feet of lanai area, or 648 square feet of total apartment area.

Type V: A balcony and 3 rooms, including a bathroom, kitchen, and living-sleeping-dining room; approximately 492 square feet of enclosed area and 45 square feet of balcony area, or 537 square feet of total apartment area.

Type V-R: A lanai and 3 rooms, including a bathroom, kitchen, and living-sleeping-dining room; approximately 537 square feet of enclosed area and 295 square feet of lanai area, or 832 square feet of total apartment area.

Type VI: A balcony and 4 rooms, including a bedroom, bathroom, kitchen, and living-dining room; approximately 632 square feet of enclosed area and 40 square feet of balcony area, or 672 square feet of total apartment area.

Type VI-A-R: A lanai and 3 rooms, including a bathroom, kitchen, and living-sleeping-dining room; approximately 534 square feet of enclosed area and 240 square feet of lanai area, or 774 square feet of total apartment area.

Type VII: A balcony and 4 rooms, including a bedroom, bathroom, kitchen, and living-dining room; approximately 633 square feet of enclosed area and 190 square feet of balcony area, or 823 square feet of total apartment area.

Type VIII: A balcony and 4 rooms, including a den, bathroom, kitchen, and living-sleeping-dining room; approximately 531 square feet of enclosed area and 147 square feet of balcony area, or 678 square feet of total apartment area.

Type VIII-A: A balcony and 4 rooms, including a den, bathroom, kitchen, and living-sleeping-dining room; approximately 506 square feet of enclosed area and 142 square feet of balcony area, or 648 square feet of total apartment area.

Type IX: Two balconies and 7 rooms, including 2 bedrooms, a bathroom, lavatory, kitchen, dining room, and living room; approximately 1,124 square feet of enclosed area and 95 square feet of balcony area, or 1,219 square feet of total apartment area.

Type X: Three balconies and 8 rooms, including 2 bedrooms, a library-study-bedroom, bathroom, bath-dressing room, kitchen, dining-family room, and living room; approximately 1,749 square feet of enclosed area and 310 square feet of balcony area, or 2,059 square feet of total apartment area.

COMMON ELEMENTS: The Declaration recites that the common elements shall specifically include but not be limited to: (a) said land in fee simple; (b) all foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls, roofs, corridors, lobbies, stairs, stairways, entrances, and exits of said building; (c) all driveways, walkways, yards, grounds, landscaping, and recreational facilities, including the swimming pool; (d) all parking areas, service rooms, equipment rooms, and storage areas; (e) all central and appurtenant installations for common services, including power, light, water, gas, sewer, telephone, television antenna, and trash disposal; (f) the two elevators and appurtenant equipment and all tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use; (g) the apartment on the 1st floor, together with the parking stall appurtenant thereto, for use by the resident manager of the Project; and (h) all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

LIMITED COMMON ELEMENTS: The Declaration states that the only limited common elements will be 118 of the 124 parking stalls. Each apartment, except Apartment

2100, shall have an exclusive easement to use one parking stall, such stalls being designated on said Condominium Map with the number of such apartment. Apartment 2100 shall have an exclusive easement to use 4 parking stalls, such stalls being designated on said Condominium Map with the numbers 2100A, 2100B, 2100C, and 2100D. The remaining 6 parking stalls, being designated on said Condominium Map by the number 101 and the letters A, B, C, D, and E, will be general common elements. Parking stall 101 shall be reserved for use by the resident manager; parking stalls A and B shall be reserved for loading and unloading; and parking stalls C, D, and E shall be reserved for guests of apartment owners, all in accordance with such rules and regulations as the Board of Directors of the Association may prescribe from time to time.

INTEREST TO BE CONVEYED PURCHASER: The Declaration states that each apartment according to its type, except the resident manager's apartment on the 1st floor which will be a common element, shall have appurtenant thereto an undivided percentage interest, herein called its "common interest," in the common elements, in all profits and expenses of the Project, and for all other purposes, including voting, as follows:

<u>Type</u>	<u>Percentage Common Interest</u>	<u>Type</u>	<u>Percentage Common Interest</u>
I	1.2042	V	0.7287
I-R	1.2635	V-R	0.7954
II	0.8858	VI	0.9361
II-R	1.0043	VI-A-R	0.7910
II-A	0.9050	VII	0.9376
II-A-R	0.9643	VIII	0.7865
III	0.6932	VIII-A	0.7495
III-A-R	0.6014	IX	1.6649
IV	0.6043	X	2.5973
IV-R	0.6710		

USE: The Declaration reflects that the apartments shall be occupied and used only as private residences and only by the respective owners thereof and their tenants, and the families, servants, and guests of such owners and tenants, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which purposes are defined as (a) rental for any period less than 30 days, or (b) rental under which the occupants of the apartment are provided such customary hotel services as room service for food and beverage, maid service, laundry and linen, or bellboy service. Except for rentals for transient or hotel purposes, the apartment owners shall have the absolute right to lease their apartments subject to the limitations, restrictions, covenants, and conditions contained in the Declaration or in the By-Laws of the Association of Apartment Owners.

FINANCING OF PROJECT: Honolulu Savings & Loan Company, Limited, a Hawaii corporation, situated at 182-188 Merchant Street, Honolulu, Hawaii, has informed the Developer that they are prepared to provide interim and permanent individual financing for this condominium project.

The interim construction loan will not exceed 70% of the appraised value of the apartment packages, or the sales price of each apartment packages, whichever is least.

The permanent individual apartment financing, among other terms and conditions, shall not exceed 80% of the appraised value or sales price of the particular apartment unit, whichever is least, and shall be amortized on a 25-year term at an interest rate of 7.75% or the rate prevailing for this type of loan at the time of closing the individual mortgage. Consideration will be given to a lower owner-occupancy rate after the building is completed and occupied. The service fee to be charged on permanent financing will be a minimum of 4 points or the rate prevailing at the time of closing the individual mortgages, if higher.

OWNERSHIP OF TITLE: A Preliminary Report of Title, prepared October 18, 1968, by the Abstractor, Long & Melone Title Insurance, Ltd., a Hawaii corporation, states that title to the land committed to this project is vested in Wui Lung and Ethel Y. L. Lung, husband and wife, as Tenants in Common.

ENCUMBRANCES AGAINST TITLE: The October 18, 1968 title search report discloses the following: Taxes - Real Property Taxes are current. Taxes for the first half of the fiscal year July 1, 1968 to June 30, 1969 will be due November 10, 1968. Reservation - Title to all mineral and metallic mines reserved to the Hawaiian government. Master Lease - Terms, covenants and conditions contained in Master Lease dated September 1, 1967, recorded in Liber 5818, Page 52, from Wui Lung and Ethel Y. L. Lung, husband and wife, to Kam Tai Lee, husband of Helen C. Lee and Bert S. Mitsunaga, husband of Edith S. Mitsunaga, as Joint Tenants, for a term from September 1, 1967 to October 31, 2038. Power of Attorney from Wui Lung to David Y. F. Lung, dated April 9, 1968, recorded in Liber 6083, Page 166, giving general powers. Power of Attorney from Ethel Y. L. Lung to David Y. F. Lung, dated April 9, 1968, recorded in Liber 6083, Page 168, giving general powers. Amendment of Master Lease dated May 28, 1968, recorded in Liber 6083, Page 170; amends Master Lease pertaining to rent, construction of improvements, protection of mortgage and condemnation. Condominium Map No. 115, filed in the Bureau of Conveyances on September 9, 1968. Declaration of Horizontal Property Regime and By-Laws of King Manor dated August 9, 1968, recorded in the Bureau of Conveyances in Liber 6214, Page 35.

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement made on August 30, 1968, between Hawaiian Escrows, Ltd., a Hawaii corporation, as "Escrow Agent," and Kam Tai Lee and Bert S. Mitsunaga, both general partners of King Manor Development Company, a Hawaii limited partnership and developer of King Manor, as "Sellers," has been submitted to the Real Estate Commission as part of this registration. On examination, the specimen Sales Contract and the executed Escrow Agreement are found to be acceptable under the provisions of Chapter 170A, Revised Laws of Hawaii, and particularly Sec. 170A-13.6 as incorporated in the Horizontal Property Act through Act 244 (L. 1967) effective June 6, 1967.

Developer has complied with the provisions of Sec. 170A-13.6 by filing with the Commission the following:

1. Developer's verified statement stating a total direct and indirect cost for completing the project.
2. A copy of the executed Construction Contract which calls for completion in 365 calendar days after date of commencement of work.
3. Developer's statement showing satisfactory evidence of sufficient funds to cover the total project cost from purchaser's funds, equity funds, and interim loan commitments.
4. A copy of the executed Construction Contract dated August 7, 1968 between King Manor Development Company, as owner, and Bert S. Mitsunaga, contractor; together with copies of amendments dated August 19, 1968 and October 14, 1968.
5. A copy of "Owner's Bond" executed on November 1, 1968 by and between Pacific Insurance Company, Limited and Bert Mitsunaga, Contractor, in the amount of \$2,199,700 which is 100% of the Construction Contract.
6. A copy of the executed Escrow Agreement which contains provisions for the protection of purchasers' funds in compliance with Sec. 170A-13.6(f).

Note: The specimen Sales Contract stipulates that if apartment leases of less than 95% of the apartments in the project are sold under binding sales contracts prior to March 31, 1969, sellers at their option may terminate the sales contract and refund all payments made by buyer on said purchase price without interest or deduction. The specimen Sales Contract further states that if said building and other improvements are not completed and ready for occupancy on or before the expiration of 18 months after beginning of construction, the contract shall terminate, and all payments made by buyer on said purchase price shall be refunded without interest or deduction. The deadline provided for completion shall be extended for any period of time during which sellers actually and necessarily are delayed in completing construction if such delay is caused by circumstances beyond the control of the sellers.

MANAGEMENT AND OPERATION: The Declaration reflects that operation of the project shall be conducted for the Association of Apartment Owners by a responsible corporate managing agent who shall be appointed by the Association in accordance with the By-Laws. The By-Laws state that the Board of Directors shall annually appoint a responsible corporation authorized to do business in the State of Hawaii as managing agent to manage and operate the project but at all times under the supervision and at the direction of the Board, with such powers and duties as are mentioned specifically in Section 5.01 of the By-Laws or as may be delegated to it from time to time by the Board. The appointment and terms of compensation of the managing agent shall be submitted to the Association at every annual meeting for approval by a majority of apartment owners.

Developer advises that the initial managing agent shall be Tropic Shores Realty, Ltd., a Hawaii corporation.

STATUS OF PROJECT: A construction contract was executed on August 7, 1968 by and between King Manor Development Company, as "Owner", and Bert S. Mitsunaga, as "Contractor", in the amount of \$2,199,700.00. Said contract was amended on August 19, 1968 and on October 14, 1968. Developer advises that construction is estimated to proceed on or before March 31, 1969, and the estimated time of completion of the total project is March 31, 1970.

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The purchaser or prospective purchaser shall be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted September 10, 1968 and information subsequently submitted as late as November 4, 1968.

This FINAL HORIZONTAL PROPERTY (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 224 filed with the Commission on September 10, 1968.

This report when reproduced, shall be a true copy of the Commission's public report. The paper stock must be white.

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

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PLANNING DEPARTMENT, CITY & COUNTY OF HONOLULU  
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ESCROW AGENT

November 6, 1968  
Registration No. 224