

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

## PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on  
THE MAILI BEACH HOUSE  
87-461 Farrington Highway  
Lualualei, Honolulu, Hawaii

REGISTRATION NO. 243

### 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: February 4, 1969  
Expires: March 4, 1970

#### 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 DECEMBER 16, 1968 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS LATE AS JANUARY 29, 1969. THE DEVELOPERS, IN NOTIFYING THE COMMISSION OF THEIR INTENTION TO SELL, ARE COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW AND AMENDMENTS THERETO BY ACT 244 (L. 1967) EFFECTIVE JUNE 6, 1967.

1. The registration is in compliance with the requirements of the law and regulations. The Developers have given the Commission adequate information of their intention to offer the described dwelling units for sale.
2. The Maili Beach House is a proposed fee simple high-rise residential condominium having seventy-two (72) apartment units in a single residential apartment building with seventy-five (75) assigned parking stalls and three (3) guest parking stalls.

3. No advertising or 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 Regimes.
5. The Developers of the project have submitted to the Commission for examination all documents deemed necessary for the registration of the condominium project and the issuance of this Preliminary Public Report.
6. The basic documents (the Declaration of Horizontal Property Regime and the covenants, restrictions and By-Laws and a copy of the approved Floor Plans) have been filed in the office of the recording officer.

The Declaration of Horizontal Property Regime executed January 28, 1969, with By-Laws of Association of Apartment Owners attached, has been filed in the office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 465247 and noted on Transfer Certificate of Title No. 103022.

The Assistant Registrar of the Land Court has designated Land Court Condominium Map No. 63 to the project.

7. This Preliminary Public Report is made a part of the registration on Maili Beach House condominium project. The Developers have responsibility of placing a true copy of this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed copy of the Receipt for the Preliminary Horizontal Property Regime Public Report from each purchaser and prospective purchaser when it is issued is also the responsibility of the Developers.
8. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, February 4, 1969, unless a supplementary report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: MAILI BEACH HOUSE at 87-461 Farrington Highway, Lualualei, Honolulu, Hawaii, is situated on a lot adjoining the ocean and containing 73,616 square feet.

TAX KEY: FIRST DIVISION 8-7-15, Parcels 29, 30 and 31.

ZONING: Rural Hotel and Apartment.

DEVELOPER: The Notice of Intention reveals the Developers to be LEROY ROBERT ALLEN and HIROKO ALLEN, husband and wife, whose residence address is Hilton Lagoon Apartments, Apt. 5-G, 2003 Kalia Road, Honolulu, Hawaii.

ATTORNEY REPRESENTING DEVELOPER: ROBERT K. FUKUDA, 301 Gasco Building, 1060 Bishop Street, Honolulu, Hawaii. Telephone 538-1991.

DESCRIPTION OF PROJECT: The executed Declaration of Horizontal Property Regime reflects that this is a fee simple high-rise residential condominium apartment building, to be constructed principally of reinforced concrete and concrete hollow block. There will be nine floors, containing 72 apartment units, consisting of 63 single bedroom units and 9 two-bedroom units. On the ground level, there will be driveways, walkways, 75 assigned parking spaces, three guest parking spaces, 11 boat storage spaces, a swimming pool, and landscaping areas. There will be two elevators and two stairways, and all apartments will have access to both elevators and both stairways. Access to the apartments on the first floor will be by common walkways on the ground level. Access to the apartments on each floor from the Second through the Ninth floor will be by a common access balcony

or lanai on each floor. Above the Ninth floor there will be a laundry and recreation area and an elevator machine room. Each apartment unit will be numbered and will contain the number of rooms and approximate floor areas as shown on the floor plans filed with the Declaration and also as shown on Land Court Condominium Map No. 68.

First Floor.

On the first floor, there will be 8 single bedroom units and 1 two-bedroom unit. The single bedroom units are numbered 101, 102, 104, 105, 106, 107, and 108. The two-bedroom unit is numbered 103.

The single bedroom units will have one bedroom, one bathroom, a kitchen, a living room, and two lanais.

The two-bedroom unit will have two bedrooms, two bathrooms, a kitchen, a living room and three lanais.

The total floor areas, including lanais, will be approximately as follows:

<u>Apartment No.</u>	<u>Approximate Floor Area</u>
101	800 square feet
102	672 square feet
103	1078 square feet
104	732 square feet
105	732 square feet
106	732 square feet
107	732 square feet
108	780 square feet

Second through ninth floors.

On the second through ninth floors, on each floor there will be 8 single bedroom units and 1 two-bedroom unit. On the second through the eighth floor the single bedroom units are numbered by the combination of the floor number and the numbers 01, 02, 04, 05, 06, 07, and 08, and the two-bedroom units are numbered by the combination of the floor number and the numbers 03. On the ninth floor, the single bedroom units are numbered PH1, PH2, PH4, PH5, PH6, PH7, and PH8, and the two-bedroom unit is numbered PH3.

The single bedroom units will have one bedroom, one bathroom, a kitchen, a living room, and one lanai.

The two-bedroom unit will have two bedrooms, two bathrooms, a kitchen, a living room, and two lanais.

The total floor areas, including lanais, will be approximately as follows for all apartments on the second through the ninth floors:

<u>Apartment No.</u>	<u>Approximate Floor Area</u>
01 PH1	736 square feet
02 PH2	658 square feet
03 PH3	990 square feet
04 PH4	658 square feet
05 PH5	658 square feet
06 PH6	658 square feet
07 PH7	658 square feet
08 PH8	676 square feet

Roof Structure.

The roof structure shall include the roof, an enclosed laundry area to accommodate five washers and dryers and a central laundry water heater, an enclosed recreation area, and the elevator machine room.

#### Apartment Unit Definition and Boundaries.

Each apartment unit shall be a separate freehold estate, and shall include: the air space within the boundary walls, floors, ceiling, and the exterior edge of lanais or the exterior glass line where no lanais occur; all walls and partitions which are not load-bearing; doors, door frames, windows, window frames; all paint, wall paper, tile, stain or other finishing on the interior surfaces of the boundary walls, floors, ceilings and lanais; and all carpets, drapes, appliances and fixtures originally installed.

The apartment units shall not be deemed to include the floors, ceilings, or any load bearing walls, although area calculations are based on centerline measurements, nor any pipes, wires, ducts, cables, conduits, chases or other utility or service lines running in or through an apartment unit and installed, designed or utilized to serve more than one unit, the same being deemed common elements.

COMMON ELEMENTS: All remaining portions and appurtenances of the project shall constitute a single freehold estate, herein called the "Common Elements", including but not limited to the following: (a) The above-described lands in fee simple; (b) The foundations, columns, girders, beams, supports, load-bearing walls, floor slabs, ceilings, roofs, roof coverings, halls, corridors, lobbies, stairs, stairways, stair railings, walkways, ramps, driveways, access balconies, entrances and exits and all paint or other covering on the exterior surfaces of the building, all surfacing and paint markings in the parking area; (c) All yards, trees, plants, grass, landscaping, swimming pool, recreational facilities, refuse facilities, the laundry and recreation area and the enclosures around them and all appliances originally installed, the parking space marked "Trash", on the Condominium Map; (d) Apartment Unit 103 and two parking spaces designated "Manager" on the Condominium Map; three parking spaces designated "Guest", and 11 boat storage spaces designated "Boat Yard" on the Condominium Map; (e) Two elevators and elevator shafts; the elevator machine room; and all machines, motors, pumps, compressors, fans, gears, pulleys, cables, tanks, and other apparatus of any nature installed, designed or utilized to serve more than one apartment unit; (f) All pipes, wires, ducts, cables, conduits, chases or other utility or service lines installed, designed, or utilized to serve more than one apartment unit, and all appurtenant equipment, installations and apparatus, for power, light, telephone, hot and cold water, gas, sewer, radio and television reception; and (g) Any and all other parts of the building and any and all real and personal property and property interests of any nature appurtenant to the foregoing items, or useful, necessary or convenient to the existence, maintenance or operation of the same.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "Limited Common Elements", are designated and set aside for the exclusive use of specified apartment units, and such apartment units shall have easements appurtenant thereto for the use of such limited common elements, as follows: (a) One parking space for each apartment unit, designated on the Condominium Map by a number corresponding with the number of the Apartment Unit, except Apartment Units 103 and PH-3 which shall have two parking spaces, designated similarly on the Condominium Map; (b) The access walkway adjoining the apartments on the first floor shall be appurtenant to and for the exclusive use of such apartments; and (c) The hallway and access or lanai balcony adjoining the apartments on each floor from the second through the ninth floor shall be appurtenant to and for the exclusive use of such apartments.

#### Easements and Rights of Entry.

In addition to any easements herein designated in the limited common elements, the apartments and common elements shall have and be subject to the following easements: (a) Each apartment unit shall have appurtenant thereto, nonexclusive easements: in the common elements designed for such purposes, for ingress to, egress from, and the support, maintenance and repair of such unit; in the other common elements, for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other apartment units and limited common elements for support; (b) If any part of the common elements now or hereafter encroaches upon any apartment unit or upon any portion of the common elements, a valid easement for such encroachment and the maintenance thereof, so long as such encroachment continues, shall exist. In the event any part of the building shall be damaged or partially or totally destroyed and then repaired or rebuilt, minor encroachments by or into any part of the common

elements shall be permitted, and valid easements for such encroachments, and the maintenance thereof shall exist; and (c) The Association of Apartment Owners shall have a right of entry, to be exercised by its Board of Directors or the Managing Agent, to enter any apartment unit or any limited common element from time to time during reasonable hours, for maintenance or repairs necessary to prevent damage to any other unit or any common element.

Percentage of Undivided Interests in Common Elements.

Each apartment unit shall have appurtenant thereto an undivided interest in the common elements as specified and established for such, and known as the "common interest". The percentage appurtenant to each apartment unit shall be the basis for the determination and allocation of common assessments, expenses and profits to be shared by the owner or owners of the respective apartment unit; for voting in the Association of Owners, and for all other related purposes. The common interests appurtenant to each apartment unit shall be as follows:

<u>Apartment No.</u>	<u>Common Interest</u>
101, 102, 104, 105, 106, 107	1.327%
201, 202, 204, 205, 206, 207	1.327%
301, 302, 304, 305, 306, 307	1.327%
401, 402, 404, 405, 406, 407	1.327%
501, 502, 504, 505, 506, 507	1.327%
601, 602, 604, 605, 606, 607	1.327%
701, 702, 704, 705, 706, 707	1.327%
801, 802, 804, 805, 806, 807	1.327%
PH1, PH2, PH4, PH5, PH6, PH7	1.327%
103, 203, 303, 403, 503, 603	1.918%
703, 803, PH3	1.918%
108, 208, 308, 408, 508, 608	1.232%
708, 808, PH8	1.232%

PURPOSE OF BUILDING AND RESTRICTION AS TO USE: The entire building above the ground floor except the roof structure is intended for residential use and shall be used for no other purpose, in accordance with the terms of the Declaration, the By-Laws of the Association of Apartment Owners, and the House Rules, as they exist or as they may be amended from time to time, and each owner shall also observe, comply with and perform all applicable laws, ordinances and rules and regulations of all governmental agencies.

OWNERSHIP TO TITLE: The Notice of Intention states that title to the land is vested in Bonded Investment Company, Limited, and under an Agreement of Sale to Antonio Ruis Salcedo, husband of Joan Salcedo and Satoru Iinuma, husband of Setsuko Iinuma, as joint tenants; and under a sub-agreement of sale to Leroy Robert Allen and Hiroko Allen, husband and wife, Developers, as Tenants by the Entirety. A lien letter issued by Long and Melone, licensed abstractors, dated November 7, 1968, verifies the above information.

ENCUMBRANCES AGAINST TITLE. The Notice of Intention does not recite any encumbrances against the title to the land. A continuation of lien letter issued by Long and Melone, licensed abstractors, dated January 31, 1969, confirms this, and also reflects that Real Property Taxes for the first installment for the fiscal year July 1, 1968 to June 30, 1969 have been paid.

The Declaration of Horizontal Property Regime executed January 28, 1969, with By-Laws of Association of Apartment Owners attached, has been filed in the office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 465247 and noted on Transfer Certificate of Title No. 103022.

The Assistant Registrar of the Land Court has designated Land Court Condominium Map No. 68 to the project.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated December 30, 1968 identifies Pacific Savings and Loan Association, Escrow Department, as the "Escrow". Upon examination, the specimen Contract of Sale and specimen Escrow Agreement are found to be in compliance with Chapter 170A, Revised Laws of Hawaii 1955 (as amended)

and particularly Sec. 170A-33 and Sec. 170A-33.1 through Sec. 170A-33.5 as incorporated in the Horizontal Property Regimes Act through ACT 244 (L. 1967) effective June 6, 1967. The conditions referring to the issuance of a Preliminary Public Report have been complied with.

If the Commission's Final Public Report is not issued one year from the date of issuance of this Preliminary Public Report, purchasers shall be entitled to a refund of all monies paid by the purchasers thereunder without further obligation.

No disbursement shall be made from the trust funds on behalf of the Sellers until the purchaser has had an opportunity to read the Final Public Report on this project and the Sellers have taken his receipt for a copy of it.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Reservation Agreement and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of dwelling units and funds from other sources are placed in trust, as well as the retention and disbursement of said trust funds.

All monies collected from sales under Preliminary Public Report shall be deposited in escrow and Escrow Agent shall not disburse such trust funds on behalf of the Seller until the sales contract has become effective, and until then said Escrow Agent shall return all purchasers' trust funds at their written request.

If there is any change in the condominium building plans subsequent to the execution of the construction contract, requiring approval of the Building Superintendent of the City and County of Honolulu, unless purchaser approves or accepts such change, in writing, Escrow Agent shall return the purchaser's funds to him without further obligation.

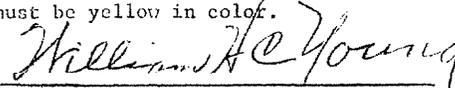
MANAGEMENT AND OPERATION: Under the proposed By-Laws of the Association of Apartment Owners, the Board of Directors is charged with the responsibility of securing the services of a person or firm to manage the building. The first Manager will be Jack Edward Chaffee, d/b/a "The Land Mart", Bank of Hawaii Building, Waianae Beach, Waianae, Oahu.

STATUS OF PROJECT: No construction contract has been executed although the Developers have presented evidence that preliminary negotiations have been carried on with a general contractor and tentatively agreed upon. Construction has not started on the project. The Developers have advised the Commission that construction will start on or about May 1, 1969. It is estimated that the construction will be completed May 1, 1970.

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The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developers in the required Notice of Intention submitted December 16, 1968 and information subsequently filed up to January 29, 1969.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT IS MADE a part of REGISTRATION NO. 243 filed with the Commission on December 16, 1968.

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.



WILLIAM H. C. YOUNG, Member  
REAL ESTATE COMMISSION  
STATE OF HAWAII

REB:km

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ESCROW AGENT

February 4, 1969  
Registration No. 243