

**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

LEHUA MANOR  
2929 Ala Ilima Street  
Honolulu, Hawaii

REGISTRATICN NO. 453

**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: June 6, 1972

Expires: July 6, 1973

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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MAY 8, 1972. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514, HAWAII REVISED STATUTES.

1. LEHUA MANOR is a proposed leasehold condominium project consisting of one (1) residential building containing fifty-six (56) dwelling units, 70 parking stalls, a swimming pool, and utility rooms.
2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, Bylaws of the Association of Apartment Owners, and a copy of the approved Floor Plans) have not been filed in the office of the recording officer.
4. No advertising or promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, June 6, 1972, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of the report.

NAME OF PROJECT: LEHUA MANOR

LOCATION: The 44,359 square feet, more or less, of land (Lot 3262, Map 405, Land Court Application No. 1074) submitted to the Regime, having a street number of 2929 Ala Ilima Street, Honolulu, City and County of Honolulu, State of Hawaii, is located on the makai side of Ala Ilima Street, approximately 550 feet from the intersection of Ala Ilima Street and Ala Napunani Streets, in the Lakeside Subdivision (Salt Lake) in Moanalua, Honolulu, Hawaii.

TAX KEY: First Division 1-1-62:09

ZONING: Apartment A-3 District

DEVELOPER: LEHUA DEVELOPMENT ENTERPRISE, a Hawaii registered limited partnership, whose principal place of business and post office address is Suite 2012, 1441 Kapiolani Boulevard, Honolulu aforesaid. The partners of the Developer are:

<u>General Partners</u>	<u>Address</u>
Peter H. Y. Hsi	3105 Pacific Heights Road Honolulu, Hawaii
World-Wide Factors, Inc.	Suite 2012, 1441 Kapiolani Bl. Honolulu, Hawaii
<u>Limited Partner</u>	
Warren K. K. Luke	451 Nahua Street Honolulu, Hawaii

ATTORNEY REPRESENTING DEVELOPER: Hong and Iwai (Attention: Mr. Donald K. Iwai), 1000 Bishop Street, Room 901, Honolulu, Hawaii. Telephone 537-5505.

DESCRIPTION: The improvements to be constructed on the land consist of a 15-story residential building, together with parking facilities, a swimming pool and utility rooms. The principal materials of said building will be reinforced concrete, concrete blocks and wooden doors and trim. The description, including the location, apartment number and approximate area and other pertinent data relative to the respective apartments are as follows:

(a) The ground floor will contain a transformer vault, electrical room, mechanical pump room and twelve (12) covered parking spaces. The apartments are located from the second floor through the fifteenth floor. Each of the apartments will consist of a living room, 2 bedrooms, 2 baths, a den, a vestibule and a kitchen-dining room.

(b) The apartments will be numbered consecutively starting from the east end to the west end (or from left to right as viewed from Ala Ilima Street) from 1 to 4, inclusive, preceded by a "0" which shall have no significance and by a number which corresponds to the floor on which the apartments are located. Starting from the second floor the apartments will bear numbers 201 to 204, inclusive. Similarly, the apartments on each of the floors will bear the numbers of the floor on which the apartments are located followed by a "0" and the then number of the apartment. By the foregoing numbering system, all apartments bearing apartment numbers with the same last digit will be in a vertical alignment from the second floor to the fifteenth floor. Although the building will actually contain fifteen (15) floors in the numbering of the apartments, the thirteenth (13th) floor will be omitted and the floors will be numbered from 2 to 12, 14 and 15, and the top floor will be designated as the Penthouse (PH) floor.

(c) The approximate areas of the respective apartments are as follows:

(i) All apartments bearing numbers with 1 and 4 as the last digit which are the apartments located on the east and west end of the building, will contain an area of approximately 1,060 square feet, including the vestibule;

(ii) All apartments bearing numbers with 2 and 3 as the last digit which are the interior apartments will contain an area of approximately 1,082 square feet, including the vestibule.

(d) Each of the apartments will have immediate access to a lobby and a stairway which are common elements.

COMMON ELEMENTS: The proposed Declaration states that the common elements shall include, but are not limited to the following: (a) the land in fee simple; (b) all foundations, columns, girders, beams, supports, bearing walls, main walls, roofs, floors, ceilings, lobbies, walkways, stairways, elevators, ducts, electrical equipment, wiring, pipes, and other central and appurtenant transmission facilities and installations over, under, and across the project which serves more than one apartment for services, such as power, light, water, gas, sewer, telephone, and radio and television signal distribution; (c) all driveways, roads, and other common ways, landscaping, yards, gardens, swimming pool, fences, retaining walls, refuse collection

areas, mail box areas, and parking areas; (d) parking spaces numbered 32 through 39 and 44 through 49 as shown on the site plan filed with the Commission, which shall be for the use of guests or for such other use as the Association may determine; (e) any and all other apparatus and installation of common use and all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use; and (f) all other parts of the Project which are not included in the definition of an apartment.

LIMITED COMMON ELEMENTS: The proposed Declaration provides that portions of the common elements are set aside and designated as limited common elements. The limited common elements are:

(a) Parking Spaces. Each apartment will have as an appurtenance thereto one (1) parking space for the exclusive use of such apartment. The respective apartments and the parking spaces which are appurtenant thereto are as follows:

<u>Apartment No.</u>	<u>Parking Space No.</u>	<u>Apartment No.</u>	<u>Parking Space No.</u>
201	25	901	5
202	24	902	10
203	31	903	53
204	30	904	19
301	27	1001	6
302	26	1002	9
303	29	1003	16
304	28	1004	18
401	40	1101	7
402	41	1102	8
403	43	1103	17
404	42	1104	12
501	22	1201	55
502	23	1202	56
503	54	1203	51
504	57	1204	50
601	2	1401	68
602	1	1402	69
603	52	1403	58
604	13	1404	59
701	4	1501	67
702	3	1502	64
703	21	1503	63
704	20	1504	62
801	70	PH1	66
802	11	PH2	65
803	14	PH3	61
804	15	PH4	60

Each of the foregoing parking spaces is shown on the site plan filed with the Commission and will be shown on the condominium map to be filed in the Office of the Assistant Registrar of the Land Court.

(b) Mail Boxes. The mail boxes belonging to each apartment are set aside as limited common elements for the exclusive use of the apartments to which they belong.

Except for said parking space and mail boxes, there are no other restricted or limited common elements.

INTEREST TO BE CONVEYED PURCHASER: According to the specimen copies of the conveyance documents submitted to the Commission, the developer proposes to convey apartments by way of an Apartment Deed which purports to convey an apartment in fee simple and a specified undivided interest in and to the common elements of the building and all other improvements on the land. Together with such Apartment Deed, the developer proposes to lease to the purchaser, by way of a Ground Lease, a specified undivided interest in and to the land submitted to the Horizontal Property Regime. The Ground Lease specifically provides that no assignment, mortgage or sublease may be made of the Ground Lease separate and apart from a transfer of the apartment with which the Ground Lease was issued.

Under the provisions of the Declaration the undivided interest in the common elements ("common interest") appertaining to each of the respective apartments and the undivided interest to be demised under the Ground Lease to each of the respective apartment purchasers are 1.7857+% or  $\frac{1}{56}$  fractional interest.

The foregoing common interest also represents the proportionate share of the respective apartment owners in all common profits and common expenses and for all other purposes, including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The purpose for which the apartments are intended and restricted as to use is residential; provided, that this shall not be construed to prohibit the renting or leasing of said apartments for profit, individually or otherwise, so long as the ultimate tenant thereof uses the apartment as a place in which to reside as distinguished from a place in which to carry on a trade or business.

OWNERSHIP OF TITLE: The Notice of Intention states that the ownership to the fee title of the land submitted to the Horizontal Property Regime is vested in Lehua Development Enterprise, the developer herein.

A preliminary title report prepared by First American Title Company of Hawaii, Inc., dated April 18, 1972, certifies that the fee simple title to the land is vested in said Lehua Development Enterprise.

ENCUMBRANCES AGAINST TITLE: Said preliminary title report as of April 18, 1972, certifies that the records reveal no liens or encumbrances against said title, save and except the following: (a) Reservation of all artesian and other underground water and rights to the Trustees of the Damon Estate, qualified by that certain instrument filed as Document No. 372562 and recorded in the Bureau of Conveyances in Liber 5163, Page 562; (b) Exception and reservation to the General Partners of International Development Company of the right and authority to grant to the State of Hawaii abutter's rights of vehicle access over and across the common boundaries of Lot 3262 and Salt Lake

Boulevard; (c) The Declaration of Covenants dated November 23, 1965, filed as Document No. 375914, as amended by Document No. 377276; (d) Easements 466 and 460 for transformer vault and electrical line purposes, in favor of Hawaiian Electric Company, Inc., and Hawaiian Telephone Company, the grant of said easements being dated January 28, 1966, and filed as Document No. 381416; said grant of easement having been assigned to Hawaiian Trust Co., Ltd., Trustee, by Document No. 381417 and Document No. 381418, respectively; (e) Easement 468 in favor of the City and County of Honolulu, the grant of said easement being Document No. 471817; (f) Easement 467 for storm drain purposes; (g) The exception and reservation unto the General Partners of International Development Company to grant flowage easements over and across Easement 467 to purchasers of such lots to which said Easement 467 may be appurtenant.

The developer represents that in order to construct the building as planned, it would be necessary to relocate said drainage Easement 468 and such relocation will require the approval of the City and County of Honolulu. The developer further represents that the approval of the City and County of Honolulu will be forthcoming and that said Easement 468 will be relocated to an alignment alongside the westerly boundary line of Lot 3262.

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement duly executed and dated May 1, 1972, between Lehua Development Enterprise, as Seller, and Hawaii National Bank, as Escrow, has been submitted to the Commission as part of this registration. The specimen Reservation and Contract and the executed Escrow Agreement have been examined. Among other conditions, the Escrow Agreement provides for the payment of all monies under the Reservation and Contract to the Escrow and that Escrow shall not disburse any funds held under any Reservation and Contract to the Seller unless and until: (a) all conditions of the Truth in Lending Act, if applicable, are met; (b) the Real Estate Commission has issued a final report; (c) the purchaser has been given a copy of said final report, has acknowledged receipt of the same, and 48 hours has elapsed since such receipt; and (d) the Seller has complied with all other requirements of Chapter 514, Hawaii Revised Statutes. The Escrow Agreement also provides that Escrow shall refund all monies of the purchaser held by the Escrow upon the happening of the following: (a) receipt of a written request by Seller and Purchaser to refund Purchaser's funds; (b) receipt of a written request from Seller and Purchaser to refund Purchaser's funds if such Purchaser's funds were obtained prior to the issuance of a final public report, and (i) if subsequent to the execution of the Reservation Contract there has been any change in the building plans which require the approval of the county officer having jurisdiction, unless the Purchaser approves such change, or (ii) if such request is made prior to the issuance of a final report, or (iii) if the final report when issued differs in any material respect from the preliminary report, unless the Purchaser approves such difference, or (iv) if the final report is not issued within one (1) year of the issuance of the preliminary report. If the Purchaser is not able to obtain a mortgage for the purchase of the apartment, the Seller has the option to cancel the Reservation and Contract and to refund all monies paid by the Purchaser, except costs incurred, such as credit reports and Escrow cancellation fees.

The requirements of Section 514-35 to 514-40, Hawaii Revised Statutes have been met in the Reservation and Contract.

Among other provisions, the Reservation and Contract provides that the same shall become binding and enforceable against either of the parties upon the occurrence of the following: (a) the issuance of a final report within one (1) year from the date of the issuance of the preliminary report; (b) the final report when issued shall not differ in any respect from the preliminary report; and (c) the expiration of 48 hours after Seller shall have delivered a copy of the said final report to Purchaser and shall have taken Purchaser's receipt therefor, the Purchaser acknowledging that 48 hours shall constitute and be deemed full opportunity to read the final report. Also, in the event that there shall be any change in the condominium plans subsequent to the execution of the contract, which change shall require the approval of the county officer having jurisdiction (Building Department of the City and County of Honolulu), the Seller shall refund to the Purchaser all payments made by Purchaser under the Contract, unless Purchaser shall approve or accept in writing such change or changes.

MANAGEMENT AND OPERATION: The proposed Declaration states that the administration of the Horizontal Property Regime shall be vested in the "Association of Apartment Owners of Lehua Manor," referred to as the "Association." Each owner of an apartment automatically, upon becoming an owner, becomes a member of said Association and remains a member until such time as his ownership ceases. Under the proposed Bylaws the Association will have the responsibility of the general administration of the project, including the approving of the annual budget, establishing and collecting monthly assessments, and arranging for the management of the project by a managing agent. The Board of Directors are given the power and duty to manage, operate, care, and maintain the property of the regime, the common elements and the limited common elements, and to employ and dismiss personnel necessary for the maintenance, operation, repair, and replacement of the common elements.

FINANCING OF THE PROJECT: The Notice of Intention indicates that the developer has applied with Hawaii National Bank for an interim construction mortgage and permanent mortgages for Purchasers. The developer has submitted a general letter of commitment showing the interest of Hawaii National Bank in providing the financing. The developer, however, has not obtained any firm commitments for an interim construction mortgage or any permanent mortgages on individual apartments. The developer represents that commitments for both construction mortgage and permanent mortgages will be forthcoming, although not necessarily from Hawaii National Bank.

STATUS OF THE PROJECT: No construction contract has been executed but the developer has designated Oceanic Construction Corporation as the contractor to construct the building. The developer states that any commitment for an interim construction loan will contain a condition that not less than 80% of the apartments be "pre-sold" before the loan can be consummated. The Reservation and Contract also provides that the Seller has the option to cancel the Contract if after nine (9) months from the issuance of the final report less than 47 of the apartments are sold. The Purchaser or prospective Purchasers should be cognizant of the fact that by reason of the foregoing 80% condition, the construction of the condominium project will not commence unless and until 47 apartments or thereabouts have been sold. The Notice of Intention states that the construction of the proposed condominium apartment building

should commence within one (1) year from the issuance of the preliminary report. This estimate of the date of commencement of construction is the developer's estimation of the time to achieve said 80% requirement.

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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 May 8, 1972.

THIS PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 453 filed with the Commission May 8, 1972.

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.

(for)   
DOUGLAS R. SODEIANI, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

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ESCROW AGENT

June 6, 1972  
Registration No. 453