

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

PIKAKE MANOR
3148 Ala Ilima Street
Honolulu, Hawaii

REGISTRATION NO. 537

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 14, 1973

Expires: July 14, 1974

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MARCH 13, 1973 AND ADDITIONAL INFORMATION SUBSEQUENTLY SUBMITTED AS OF JUNE 13, 1973. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES.

1. PIKAKE MANOR is a proposed fee simple condominium project consisting of a total of 48 fee simple residential condominium units, all in accordance with plans to be filed in the Office of the Assistant Registrar of the Land Court. Each condominium unit includes an assigned parking space. There will be 60 parking stalls, 56 standard stalls and 4 compact stalls.
2. The Developer has submitted to the Commission for examination all documents deemed necessary for the issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners and a copy of the approved Floor Plans) have not yet been filed in the Office of the Recording Officer, State of Hawaii.
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 of the Hawaii Revised Statutes and the condominium rules and regulations which relate to horizontal property regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, June 14, 1973, 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: PIKAKE MANOR

LOCATION: The land submitted to the Regime, approximately 34,864 square feet, is located at 3148 Ala Ilima Street in the Salt Lake Area at Moanalua, Honolulu, Hawaii.

TAX MAP KEY: FIRST DIVISION 1-1-58-10.

ZONING: A-3 (Apartment)

DEVELOPER: The Developer is Pikake Manor, a Hawaii Limited Partnership, the general partner of which is SUNCREST PROPERTIES, INC., Suite 908, Ala Moana Building, 1441 Kapiolani Boulevard, Honolulu, Hawaii (Telephone 946-0702).

The officers of the corporation are:

Phillip W. Won - President
Dolly Ann Won - Vice-President
Betty M. Kiriu - Secretary/Treasurer

ATTORNEY REPRESENTING DEVELOPER: Carlsmith, Carlsmith, Wichman and Case, 190 South King Street, Honolulu, Hawaii 96813 (Attention: Thomas D. Welch, Jr.), Telephone 531-2071.

DESCRIPTION: The land will be improved according to the Developer's plans by constructing thereon one 12-story apartment building containing a total of 48 residential apartment units. In addition, the project contains a swimming and recreation area, walkways, driveways and parking areas, and other amenities described below under "Common Elements" and "Limited Common Elements".

1. Building Description. The project will contain a single building with twelve (12) levels including the ground level and will contain forty-eight (48) residential apartments. Each level will contain four apartment units. Each ground

level apartment has immediate access to the grounds or parking area. Every other apartment has immediate access to an exterior corridor which has access to the grounds or parking area by means of stairways and an elevator.

2. Materials. The building will be constructed principally of reinforced concrete, reinforced concrete slabs, hollow concrete block, hollow tile, steel, glass, aluminum and allied building materials.
3. Description of Apartments. Each apartment is equipped with built-in fixtures including the range, refrigerator, stack-up washer and dryer, range hood, garbage disposal, water heater, sinks, bathroom fixtures, carpets and drapes. Each apartment unit includes all the walls and partitions within its perimeter walls, all glass windows, doors or panels along the perimeter, the interior half of all perimeter walls except the eastern and western walls of each apartment which are included to the exterior surface of the building, the adjacent half of the exhaust air chase, the inner decorated or finished surfaces of all floors and ceilings; provided, however, that the portion of each perimeter wall in any apartment shall be limited common elements appurtenant to said apartment (except for the inner decorated surface of such walls within said apartment, which surfaces shall not be a limited common element). Each apartment will contain an area of approximately 700 square feet and will contain five rooms consisting of a living room/dining area, a kitchen, a master bedroom, a second bedroom and a bathroom; each apartment also will contain two wardrobe closets, a linen closet, two storage closets, an enclosed clothes washer-dryer space and two halls. Each apartment is the same as all others except that the floor plan of some is the mirror image of the floor plan of others.
4. Location, Area and Percentage Interest of Apartments. There will be four apartments on each level of the building and each apartment will contain approximately 700 square feet. The southernmost apartment on each level (i.e., the apartment closest to Ala Ilima Street) is given a numerical designation ending in 01 with each subsequent apartment from south to north on each level being numbered consecutively (i.e., 02, 03 and 04 respectively). Each level is given a floor number from 1 through 12 in ascending order. The first numeral (or two numerals) of each apartment unit corresponds to the floor number and the last two numerals indicates the individual apartment on that level from south to north as previously described. For example, apartment 1104 is the northernmost apartment on the eleventh level and apartment 402 is the second apartment from the southern end of the building on the fourth floor.

COMMON ELEMENTS: The common elements will include the limited common elements described below and all other portions of the project other than the apartments, including specifically, but not limited to (a) the property in fee simple; (b) all foundations, floor slabs, columns, girders, beams, supports, load bearing walls and perimeter walls (except the inner decorated surface of such walls within each unit, which surface shall not be a common element), the portion of the exhaust air chase within any

apartment, roofs, stairs, stairways, walkways, hallways, corridors, entrances and exits and the ground level lobby; (c) all parking areas and driveways; (d) all yards, planting areas, the swimming pool and other common recreational facilities; (e) all storage and service rooms, equipment rooms, trash storage rooms and pool toilets and shower; (f) all central appurtenant installations for common services including power, light, water, telephone and trash disposal, including but not limited to any pipes, shafts, wires, conduits or other utility or service lines running through any apartment that are utilized for or serve more than one apartment; (g) the elevator and all tanks, pumps, motors, fans, compressors, ducts, floor drains and all other apparatus and installations existing for common use; (h) all other parts of the project necessary or convenient to its existence, maintenance, safety or normally in common use.

LIMITED COMMON ELEMENTS. Certain parts of the common elements, herein called and designated as "limited common elements", are set aside and reserved for the exclusive use of certain apartments. The costs and expenses of every description pertaining to the limited common elements, including but not limited to the costs of maintenance, repair, replacement, improvement or additions to the limited common elements shall be charged to all apartment owners in proportion to the common interests appurtenant to their respective apartments, except as otherwise provided in this paragraph.

- (a) Each apartment shall have appurtenant to it at least one parking stall. Subject to the foregoing sentence, the Developer reserves the right within its sole discretion to assign any additional parking stalls to any apartment. Stalls shall be allocated by number to the respective apartments by amendment to the Declaration of Horizontal Property Regimes. If any parking stalls are left unassigned after the execution and recording of said amendment said stalls will constitute common elements of the project (rather than limited common elements).
- (b) Each apartment shall have appurtenant to it one storage locker. With the exception of the ground level apartments, the storage locker for each apartment is on the same level as each apartment and is in the storage room located between the elevator and the north stairway. The storage locker appurtenant to each apartment is the storage locker which is positioned in the same sequence from south to north as is the apartment to which it is appurtenant, e.g., apartment 01 on each level being the southernmost apartment on that level shall have appurtenant to it the southernmost storage locker in the storage room. The storage lockers for the ground level apartments shall be located in the roof level storage room and each ground level apartment shall have appurtenant to it the storage locker bearing the same south to north sequence as previously provided for the storage lockers on all other levels. The cost of routine cleaning and maintenance of the inside of any storage locker appurtenant to an apartment and the cost of repairing any damage to said storage locker caused by the owner of said apartment or his permittees shall be borne by the owner of said apartment; but the cost of any other repairs to said storage locker or the storage

room in which it is located shall be borne by all apartment owners as a common expense of the Project in proportion to the common interests appurtenant to their respective apartments.

- (c) Each ground level apartment shall have appurtenant to it the concrete pad located immediately adjacent to the sliding glass door on the east side of the living room/dining area of those apartments.
- (d) On each level, except the ground level, the interior corridor (providing access to the elevator, storage room and north stairway), the exterior corridor and the storage room shall be for the exclusive use of the apartments on the level on which such interior corridor, exterior corridor and storage room are located. The storage room, but not the general storage room, located on the roof level shall be for the exclusive use of the apartments located on the ground level.
- (e) The perimeter walls shall be limited common elements appurtenant to the apartment in which they are located.

INTEREST TO BE CONVEYED TO PURCHASER: Each unit according to its type and location shall have appurtenant thereto, an undivided percentage interest, called the "Common Interest", in the common elements for all purposes, including voting. The percentage of undivided interest in the common elements appurtenant to each apartment and its owner for all purposes, including voting, shall be 2.08-1/3% (i.e., 1/48th).

USE: The Declaration provides that the apartments will be occupied and used as permanent or temporary residences and for no other purposes. The apartment owners have the right to lease their apartments to third parties.

OWNERSHIP TO TITLE: The Notice of Intention reflects that title to the land is vested in Clarence Thing Chock Ching and Fong Ting Mau as general partners of International Development Company, a registered limited partnership, and that the Developer will acquire title to the property under the terms of a Sub-Agreement of Sale dated December 26, 1972 and filed in the Office of the Assistant Registrar of the Land Court as Document No. 612631 by and between Jocelyn Bow Yuk Arakaki and the Developer.

ENCUMBRANCES AGAINST TITLE: The owner has filed with the Commission a title search report prepared by Security Title Corporation, dated February 9, 1973. That report reflects: 1. The reservation of all artesian and other underground water and rights appurtenant to Lot 3337 (besides other lands), as reserved in that certain Deed dated October 7, 1965, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 372554; 2. The restrictions, limitations and reservations in that certain Declaration of Covenants dated November 24, 1970, filed in said Office of the Assistant Registrar as Document No. 520605, to which reference is hereby made; 3. Second Mortgage dated October 14, 1965, filed in said Office of the Assistant Registrar as Document No. 372559, made by Clarence Thing Chock Ching, husband of Dorothy Tom Ching, and

Fong Ting Mau, husband of Rose Yet Kui Mau, General Partners of International Development Company, a registered limited partnership, as Mortgagors, to Dillingham Corporation, as Mortgagee, to secure the repayment of the sum of \$11,000,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagors therein referred to (also affects other property). (This encumbrance will be released at the time the developer obtains a fee simple title to the land.); 4. Designation of Easement 834 for electrical purposes as shown on Maps 444 and 452, as set forth by Land Court Order No. 32445, filed November 19, 1970, and Land Court Order No. 32944, filed March 25, 1971; 5. Designation of Easement 833 for sewer purposes as shown on said Maps 444 and 452, as set forth by Land Court Order No. 32445, filed November 19, 1970, and Land Court Order No. 32944, filed March 25, 1971; 6. Grant dated December 7, 1970, filed in said Office of the Assistant Registrar as Document No. 541044, in favor of the City and County of Honolulu, granting easement for sewer over Easement 833 over Lot 3337; 7. Agreement of Sale dated December 28, 1971, filed in said Office of the Assistant Registrar as Document No. 564336, made by and between Clarence Thing Chock Ching, husband of Dorothy Tom Ching, and Fong Ting Mau, husband of Rose Yet Kui Mau, General Partners of International Development Company, a registered limited Partnership, as Joint Tenants, as Sellers, and Jocelyn Bow Yuk Arakaki, wife of Clifford Arakaki, as Purchaser, wherein said Sellers agree to sell, and said Purchaser agrees to buy the land herein described, for the consideration and on the terms and conditions therein contained. (This Agreement of Sale will be consummated at the time the developer obtains a fee simple title to the land.); 8. Sub-Agreement of Sale dated December 26, 1972, filed in said Office of the Assistant Registrar as Document No. 612631, made by and between Jocelyn Bow Yuk Arakaki, wife of Clifford Arakaki, as Seller, and Suncrest Properties, Inc., a Hawaii corporation, General Partner of Pikake Manor, a Hawaii registered limited partnership, as Purchaser, wherein said Seller agrees to sell and said Purchaser agrees to buy the land herein described, for the consideration and on the terms and conditions therein contained. Consent thereto filed as Document No. 612632. (This Agreement of Sale will be executed by the Developer simultaneously with the closing of the construction financing and the first draw on the construction loan.); 9. Taxes that may be due and owing on the land reference is hereby made to the Office of the Tax Assessor of the First Taxation Division.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement, dated March 9, 1973 between Security Title Corporation, as Escrow Agent and Developer, has been filed with the Commission. On examination the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Section 514-15(6).

The provisions of the Escrow Agreement are to be carefully read and understood; they include the following provisions;

If at the time of the execution of the Sales Contract a Final Report has not been issued by the Commission with respect to the project, then the following limitations shall apply:

- a) Purchaser's funds obtained prior to the issuance of a Final Report shall be refunded if there is any change in the condominium building plans subsequent to the execution of the Sales Contract, which change requires the approval of a county officer having jurisdiction over the issuance of permits for construction of buildings, unless purchaser's written approval or acceptance of the specific change is obtained.
- (b) All rights under the Sales Contract shall not become enforceable against the purchaser until the purchaser has had a full opportunity to read the State Real Estate Commission's Final Public Report on the project, and to obtain refund of any moneys paid by the purchaser as well as release from all obligations under the Sales Contract if the Final Public Report differs in any material respect from the Preliminary Report.
- (c) If the Final Public Report is not issued within one year from the date of the issuance of said Preliminary Report, the purchaser shall be entitled to refund of all moneys paid by him under the Sales Contract without further obligation.
- (d) All moneys paid by the purchaser prior to the issuance of said Final Report shall be deposited in trust with the Escrow and the Escrow is hereby instructed that no disbursements shall be made from such trust fund on behalf of the Seller until the Sales Contract has become effective, and the requirements of Sections 514-36 through 39, Hawaii Revised Statutes, have been met.

Among other provisions the specimen Sales Contract provides that if less than 36 Apartments are sold prior to September 1, 1974, Seller may at its option cancel this contract, in which event Seller will cause Escrow Agent to refund to Buyer all moneys paid without interest and Seller and Buyer shall be relieved and released of all further liability hereunder.

Also the specimen Sales Contract provides that if construction of the Project is not completed on or before May 1, 1975, either Seller or the Buyer may upon fifteen (15) days written notice to the other, terminate the sales contract and all sums paid by the Buyer hereunder shall be refunded without interest.

It is incumbent upon the purchaser and the prospective purchaser that he reads, with care, the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of apartments are placed in escrow pending closing and disbursement of funds to the owner.

MANAGEMENT OF THE PROJECT: The By-Laws of the Association of Apartment Owners vest in the Board of Directors the power and duties necessary for the administration of the overall affairs of the project. The By-Laws of the Association of Apartment Owners specify that the presence at any meeting in person or by proxy of fifty percent (50%) of unit owners shall constitute a quorum and at any meeting in which a quorum is present, action by a majority of the voting power represented at such meeting shall be valid and binding on the Association except as otherwise

provided in the By-Laws. Voting shall be on a percentage basis, the percentage of the total vote to which each unit is entitled shall be the same as the percentage of the common interests assigned to such unit in the Declaration; and any percentage of apartment owners specified in the By-Laws means the owners of apartments to which are appurtenant such percentage of the common interest. The Board of Directors of the Association of Apartment Owners may employ necessary personnel to carry out management and operation of the project.

STATUS OF THE PROJECT: No building contract as been executed.

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 March 13, 1973.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 537 filed with the Commission on March 13, 1973.

This 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.

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

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Registration No. 537
June 14, 1973.