

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

MAHELE ILI AINA
2817, 2819, 2821-A, and 2821-B Manoa Road
Honolulu, Hawaii

REGISTRATION NO. 841

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: March 1, 1976
Expires: April 1, 1977

SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED ON FEBRUARY 11, 1976. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF THE INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514, HAWAII REVISED STATUTES.

1. MAHELE ILI AINA is a leasehold condominium project comprised of four apartments located in three buildings consisting of one two-family dwelling and two one-family dwellings. Each apartment will have two parking stalls.
2. The Declaration of Horizontal Property Regime and other information submitted by the developer indicate that buyers will receive a leasehold interest by way of an apartment deed and a ground lease issued

directly by the owners.

3. The developer has filed all documents and materials deemed necessary by the Commission for the registration of this leasehold condominium project and the issuance of this Final Public Report.
4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a set of approved elevations and floor plans) have been filed in the office of the recording officer. The Declaration of Horizontal Property Regime dated February 4, 1976, with By-Laws attached, was recorded in the Bureau of Conveyances of the State of Hawaii in Liber 11230 at Page 93. Condominium Map 448 has been designated to the project.
5. The developer has advised the Commission that advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public dissemination.
6. The prospective buyer is advised to acquaint himself with the provisions of the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, and with the rules and regulations promulgated pursuant thereto.
7. This Final Public Report is made a part of the registration of MAHELE ILI AINA. The developer has the responsibility of placing a true copy of this Final Public Report in the hands of all buyers and prospective buyers and obtaining a receipt therefor.
8. This Final Public Report automatically expires thirteen (13) months after the date of its issuance, March 1, 1976, unless a Supplementary Public Report is issued or the Commission, upon review of this registration, issues an order extending the effective period hereof.

NAME OF PROJECT: MAHELE ILI AINA.

LOCATION: The project is located at and identified by 2817, 2819, 2821-A, and 2821-B Manoa Road, Honolulu, Hawaii, on a parcel of land with the approximate aggregate area of 34,735 square feet.

TAX KEY: First Division, 2-9-19:30.

ZONING: R-4 Residential, with special permit for cluster development.

DEVELOPER: Charles M. Cooke, IV, doing business as C. M. Cooke, IV, Development, 2802 Oahu Avenue, Honolulu, Hawaii 96822.

ATTORNEY REPRESENTING DEVELOPER: Asa M. Akinaka, Suite 701, 888 Mililani Street, Post Office Box 1035, Honolulu, Hawaii 96808, Telephone 538-6774.

DESCRIPTION: (a) The three buildings, consisting of one

two-family dwelling and two one-family dwellings, will be of wooden frame structures on concrete slabs with concrete block and wooden exterior sidings and concrete tile roofs and will contain four apartments. The two-family dwelling will contain Apartments A and A¹ and will consist of three levels, being the equivalent of two stories. The two one-family dwellings will constitute Apartments B and B¹, respectively, and will each consist of six levels, being the equivalent of three stories. The four apartments have been assigned the following post office addresses:

Apartment A	2821-B Manoa Road
Apartment A ¹	2821-A Manoa Road
Apartment B	2817 Manoa Road
Apartment B ¹	2819 Manoa Road

(b) There have been established four freehold estates within the exterior finished surfaces of the perimeter floors, walls, and roofs of the four apartments; provided, however, that the common walls between Apartments A and A¹ and the stairway connecting their respective carports shall be limited common elements appurtenant to and reserved for the exclusive use of such apartments. The four apartments shall not be deemed to include any pipes, wires, ducts, conduits, or other utility or service lines, facilities, or appurtenances running through such apartment which are utilized for or serve more than one apartment, all of which are common elements. Each apartment shall be deemed to include any lanai or lanais adjoining and connected thereto; the exterior finished surfaces of the railings of any such lanai or lanais; and all fixtures originally installed therein.

(c) Each of the four apartments is numbered and located as shown on the approved floor plans and elevations for the project which have been filed in the Bureau of Conveyances of the State of Hawaii as Condominium Map No. 448. Each of Apartments A and A¹ contains an approximate area of 2,677 square feet, including 2,080 square feet of enclosed area, 275 square feet of lanai area, and 322 square feet of carport area, and ten rooms, including three bedrooms, two bathrooms, a living room, dining room, sitting room, kitchen, and storage. Each of Apartments B and B¹ located in the two one-family dwellings contains an approximate area of 3,665 square feet, including 2,575 square feet of enclosed area, 680 square feet of lanai area, and 410 square feet of carport area, and 14-1/2 rooms, including three bedrooms, two and one-half bathrooms, a dressing room, living room, dining room, entry, studio, family room, sitting room, kitchen, and breakfast room.

(d) Each apartment has immediate access to the grounds of the project which give access to the street.

COMMON ELEMENTS: The common elements, which shall constitute one freehold estate, shall include the limited common elements and all other portions of the project other than the apartments, including specifically but not limited to said parcel of land in fee simple; the common walls between Apartments A and A¹, the

stairway connecting their respective carports, and the mail boxes; all parking areas, driveways, walkways, yards, grounds, landscaping, and recreational facilities; all central and appurtenant installations for common services, including power, light, water, gas, sewer, telephone, television, and trash disposal; in general, all apparatus and installations existing for common use; and all other parts of the project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

LIMITED COMMON ELEMENTS: (a) Each apartment shall have appurtenant thereto and as a limited common element an exclusive easement to use that portion of said parcel of land which is designated for such apartment by a dashed red line on said Condominium Map and of which the site of such apartment constitutes a part; provided, however, that the cultivation, trimming, and replanting of the trees and major shrubbery located on the portion of said parcel of land reserved for the exclusive use of an apartment shall be performed by the Association of Apartment Owners of the project, the costs of which shall constitute common expenses; and provided, further, that no apartment owner in cultivating or replanting any grass or minor shrubbery on the portion of said parcel of land reserved for the exclusive use of his apartment shall disrupt or otherwise adversely affect the uniformity or aesthetics of the landscaping of the project.

(b) Each apartment shall have appurtenant thereto and as a limited common element an exclusive easement to use one mail box.

(c) The common walls between Apartments A and A1 and the stairway connecting their respective carports shall be limited common elements appurtenant to and reserved for the exclusive use of such apartments.

COMMON INTEREST TO BE CONVEYED TO BUYER: Each of the four apartments shall have appurtenant thereto an undivided 25.0% interest, or common interest, in the common elements, in all profits and expenses of the project, and for all other purposes, including voting. Note: However, the fee simple owners of said parcel of land have reserved all voting rights appurtenant to the project in exercise of (i) the power to amend the Declaration or the By-Laws in derogation of the rights of the owners as provided therein, (ii) the power to determine not to repair, rebuild, or restore the project in the event of damage, destruction, or condemnation of all or any part thereof, (iii) the power to remove the project from under the provisions of the Horizontal Property Act, and (iv) the power to prosecute an action for partition; provided, further, that the fee simple owners shall not exercise such reserved voting rights without the prior approval of apartment owners representing not less than 75% of the common interests; and provided, further, that no vote on any matter as to which the ground leases require the consent or approval of the fee simple owners shall be effective without the prior written approval of the fee simple owners.

PURPOSES OF BUILDINGS AND RESTRICTIONS AS TO USE: The four apartments shall be occupied and used only as private residences 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, respectively, as (i) rental for any period less than one month, and (ii) rental under which the occupants of the apartment are provided such customary hotel services as room service for food and beverage, maid service, laundry or linen service, or bellboy service. Except as otherwise provided in the Declaration or the By-Laws and except for the foregoing restrictions as to use, the apartment owners shall have the absolute right to lease their apartments subject to the covenants, conditions, restrictions, easements, encumbrances, and other provisions contained in the Declaration or the By-Laws.

CLUSTER DEVELOPMENT: As disclosed in paragraph 20 of the Declaration and as repeated in the specimen Apartment Deed and specimen Ground Lease:

20. Cluster Development. The Project is being developed as a cluster development under Section 21-280 of the Comprehensive Zoning Code of the City and County of Honolulu. If the Association or the apartment owners fail to maintain the common elements as required by any provision contained in this Declaration or in the By-Laws and if such failure to maintain continues for 60 days after written notice thereof to the Association by the Director of the Department of Land Utilization of said City and County, said City and County may either or both (i) enforce such provision, by suit or otherwise, and (ii) perform such maintenance. If said City and County performs such maintenance, the costs thereof shall constitute a lien against the apartments for which the apartment owners shall be severally liable in proportion to their respective common interests. Such lien may be foreclosed by suit by said City and County in like manner as a mortgage of real property; provided, however, that 30 days' prior written notice of intention to foreclose shall be mailed, postage prepaid, to all persons having any interest in such apartment as shown by the Association's records, which for the purpose of ascertaining such persons shall be subject to inspection by said Director or his authorized representatives. Suit to recover a money judgment for such costs shall be maintainable without foreclosing or waiving the lien securing such costs.

OWNERSHIP OF TITLE: The Preliminary Report dated February 9, 1976, issued by Title Guaranty of Hawaii Incorporated indicates that the fee simple title to said parcel of land is vested in Charles M. Cooke, IV and Mary Sue Cooke, husband and wife, as tenants by the entirety.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report indicates that said parcel of land is subject to the following encumbrances: Real Property Taxes for the second half of the fiscal year 1975-1976, which will be delinquent after May 20, 1976;

Reservation in favor of the State of Hawaii of all mineral and metallic mines; Grants dated July 18, 1968, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 6180 at Page 65 (as amended by instrument dated September 18, 1969, so recorded in Liber 6732 at Page 142), and dated August 9, 1968, so recorded in Liber 6189 at Page 242, and Final Order of Condemnation dated August 31, 1970, filed in the Circuit Court of the First Circuit, State of Hawaii, in Civil No. 26207, so recorded in Liber 7167 at Page 222, all in favor of the City and County of Honolulu, and granting or condemning an easement for sewer purposes over and across a portion of said parcel of land; Grant dated September 12, 1975, in favor of Hawaiian Electric Company, Inc., so recorded in Liber 10911 at Page 14, and granting a perpetual easement for utility purposes over, under, and across a portion of said parcel of land and as shown on Hawaiian Electric Company's Drawing No. 30468 on file with said Hawaiian Electric Company, Inc.; Grant dated February 4, 1976, in favor of Samuel A. Cooke and Mary M. Cooke, as grantees, so recorded in Liber 11230 at Page 80, and granting a perpetual unexclusive easement for sewer purposes over, under, and across a portion of said parcel of land; Mortgage dated May 22, 1975, in favor of Bank of Hawaii, as mortgagee, so recorded in Liber 10663 at Page 79, to secure the repayment of the sum of \$550,000.00; and Declaration of Horizontal Property Regime dated February 4, 1976, together with By-Laws of the Association of Apartment Owners adopted thereby, attached thereto, and incorporated therein by reference, so recorded in Liber 11230 at Page 93.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated February 4, 1976, by and between Bank of Hawaii, as escrow agent, and Charles M. Cooke, IV and Mary Sue Cooke, as sellers, has been submitted as a part of this registration. The executed Escrow Agreement and the specimen Sales Contract have been examined and have been found to conform with the requirements of Chapter 514, Hawaii Revised Statutes, including the requirements of Section 514-36 through 514-40, Hawaii Revised Statutes. The Sales Contract provides, among other things, that the buyer subordinates his interest thereunder to the lien of the mortgage obtained by the sellers for construction of the project.

Any interest earned on buyers' funds deposited in escrow shall accrue for the account of and shall be paid to the sellers.

Since the Sales Contract gives both the prospective buyer and the sellers the option of cancellation upon the occurrence of certain events; since the Escrow Agreement establishes the procedure for receiving and disbursing buyers' funds deposited in escrow; and since the Sales Contract specifically incorporates the Escrow Agreement and provides that the buyer approves its provisions, it is incumbent upon the prospective buyer to read and understand both the Escrow Agreement and the Sales Contract before executing the latter.

MANAGEMENT AND OPERATION: The Declaration and the By-Laws provide that the management and operation of the project may (but need not) be conducted for the Association by a responsible individual, firm, partnership, or corporation, including but not limited to the fee simple owners, as may be appointed from time

to time in accordance with the By-Laws. Since the project consists of only four apartments, the developer contemplates leaving to the Association and its board of directors, upon their respective organizations after completion of the project, the decision of whether a managing agent should be retained or whether the board of directors should manage and operate the project.

STATUS OF PROJECT: The developer has entered into construction contract dated December 18, 1974, with Builders' Products Corporation for the construction of the project. Copies of building permits nos. 50427 through 50430 issued by the Building Department of the City and County of Honolulu on June 16, 1975, have been filed as a part of this registration. The developer advises that according to present estimates, the project will be completed some time in May, 1976.

The buyer or prospective buyer should recognize that this published report represents information disclosed by the developer in the required Notice of Intention submitted on February 11, 1976.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 841 filed with the Commission on February 11, 1976.

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

Ah Kan Young

Member, Real Estate Commission
State of Hawaii

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Registration No. 841

March 1, 1976