

# 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  
MANOA VILLAGE (PHASE I)  
2939 East Manoa Road  
Honolulu, Hawaii

REGISTRATION NO. 904

### **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 : April 18, 1977  
Expires: May 18, 1978

#### SPECIAL ATTENTION

A comprehensive reading of this report by prospective purchasers 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 1, 1977, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF APRIL 13, 1977. THE DEVELOPER, BY NOTIFYING THE REAL ESTATE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 514, HAWAII REVISED STATUTES, AS AMENDED.

1. "MANOA VILLAGE" (PHASE I) is part of a proposed fee simple condominium project, the development of which is scheduled to be undertaken in two (2) phases, being in order: Phase I (Building "B" with five (5) residential apartments and ten (10) parking spaces) and Phase II (Building "A" with four (4) residential apartments, one (1) commercial apartment and eight (8) parking spaces).

THIS PRELIMINARY PUBLIC REPORT, WHILE DESCRIBING THE ENTIRE PROJECT, COVERS ONLY THE SALE OF APARTMENTS IN PHASE I, TO BE KNOWN AS "MANOA VILLAGE (PHASE I)".

2. The proposed floor plans for Phase I (hereafter "Condominium Map") filed with the Commission on April 7, 1977, reveal that Phase I shall consist of a single building, designated as Building "B", containing five (5) residential townhouse apartments, each of which will have appurtenant thereto, within the ground floor, its own parking spaces in the form of two-car garages. A total of ten (10) parking spaces are contained in Building "B". Should the Developer proceed with Phase II, the Condominium Map will be amended to include the plans and layout for Phase II.
3. The documentation submitted by the Developer reflects that a purchaser will acquire from the Developer a fee simple interest in the apartment and its common elements.

The Developer is held responsible for placing 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 Horizontal Property Regime Public Report from each purchaser and prospective purchaser is also the responsibility of the Developer.

4. The Developer 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.
5. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners of Manoa Village, and a copy of the Condominium Map) have not been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii or the Bureau of Conveyances of the State of Hawaii. However, drafts thereof have been submitted to the Commission.
6. No advertising or promotional matters have been filed pursuant to the rules and regulations promulgated by the Commission.

7. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Act and the Commission's "Horizontal Property Regimes (condominium) Rules and Regulations".
8. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance of April 18, 1977, unless a Final or Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.
9. If the Final Public Report on Manoa Village (Phase I) is not issued within one (1) year from the date of issuance of this Preliminary Public Report, purchasers are entitled to a refund of all monies paid by them, without interest, at any time after the expiration of the one (1) year period.

NAME OF PROJECT: "MANOA VILLAGE" (consisting of two Phases)

DEVELOPER: The Developer is Manoa Village Partners, a registered Hawaii partnership. The partners are Park Development Corporation, a Hawaii corporation, whose principal place of business and post office address is Suite 903, Grosvenor Building, 1164 Bishop Street, Honolulu, Hawaii (96813), and Alfred W. F. Kam, whose residence and post office address is 575 Kawainui Street, Kailua, Hawaii (96734).

LOCATION OF PROJECT: The fee simple land, consisting of approximately 17,380.0 square feet (.399 acre) is situate at 2939 East Manoa Road, City and County of Honolulu, State of Hawaii.

TAX KEY: (1st Division) 2-9-26-5

ZONING: R-4 (Phase I) and B-2 (Phase II), with zoning of Phase II to B-1 now pending. The Developer represents that it believes B-1 zoning is imminent and, as a result of this belief, has proceeded to prepare plans for Phase II in accordance with the new zoning requirements. Because, however, the new zoning designation is not yet applicable, the Developer has decided to withhold Phase II until B-1 zoning becomes effective. In anticipation of the several contingencies that may arise as a result of this zoning change or financing, the Developer has reserved certain rights, which are set forth at Page 9 hereunder. While this report also presumes, based on the Developer's representation, that B-1 zoning is imminent, the Commission, by such presumption, is not verifying or affirming the accuracy of said representation.

ATTORNEY REPRESENTING DEVELOPER: Patricia Kim Park, Suite 805, 333 Queen Street, Honolulu, Hawaii 96813 (telephone: 536-3905).

DESCRIPTION: The Developer is contemplating the development of a single condominium project which is scheduled to be constructed and sold in two (2) phases, being in order: Phases I and II.

Upon completion of both phases, the Project will be divided into ten (10) separate fee simple condominium apartments, nine (9) of which will be designated for residential use and one (1) for commercial use. The apartments will be contained in two (2) separate two-story buildings, each containing five (5) apartments of double stud wall construction with accoustical insulation, and each constructed principally of wood. The apartments and the parking spaces appurtenant thereto for Phase I are designated and described in architectural and engineering detail on the proposed Condominium Map and, for the purpose of this report as follows:

Phase I (Building "B"). All apartments in Phase I will be Type "B" apartments and each of the five (5) apartments will be identical. The Phase I, Type "B" apartments are more particularly described as follows:

Apartment Nos.	:	B-1, B-2, B-3, B-4 and B-5.
Description of Type "B" apartments	:	<p>Subject to variations in their respective floor plans and lanais as shown on the proposed Condominium Map, each Type "B" apartment is a residential townhouse style apartment, having two levels, a first and second floor. Incorporated within the first (ground) floor will be a two-car garage containing two (2) parking spaces appurtenant to each apartment. Each of the parking spaces will have immediate access to the driveway which leads to the only entry way and exit from and into the public street, which will be East Manoa Road.</p> <p>An entry way from the garage will lead into the first floor living area, consisting of a kitchen, one-half (1/2) bath, living/dining area and lanai facing Manoa Stream. An interior stairway located in the living/dining area will lead to the second floor, containing two (2) lanais, three (3) bedrooms and two (2) full baths. Each apartment will have built-in cabinets, drawers, storage space, stainless steel sink, refrigerator, range, disposal and dishwasher in the kitchen, a laundry area with laundry tray located in the garage, drapes, carpeting, water heater and waterproof wood decking on all lanais.</p>
Approximate gross living area	:	980 square feet (excluding lanais and garage).
Approximate gross lanai area	:	110 square feet for Lanai #1 on the ground floor.

110 square feet for Lanai #2 and  
230 square feet for Lanai #3 on  
the second floor.

Approximate gross two-car:  
garage area on the ground  
floor : 332 square feet, within which 25  
square feet shall be designated the  
laundry area.

Dimensions of two (2) : One space - 8'6" x 19'6"  
parking spaces : One space - 8'6" x 19'0"

NOTE: UNITS IN PHASE II, AS DESCRIBED BELOW, MAY NOT BE SOLD UNDER THIS REPORT SINCE PHASE II IS SUBJECT TO DEVELOPER'S WITHDRAWAL AS MORE FULLY DESCRIBED ON PAGE 9 UNDER "RIGHTS RESERVED BY DEVELOPER". INCLUSION OF PHASE II HEREIN IS ONLY FOR PURPOSES OF DISCLOSING WHAT DEVELOPER PROPOSES SHOULD PHASE II MATERIALIZE. THE SALE OF UNITS IN PHASE II WILL BE ACCOMPLISHED UNDER A SEPARATE PUBLIC REPORT IF AND WHEN THE DEVELOPER PROCEEDS WITH THE SECOND PHASE.

Phase II (Building "A"). The four (4) residential apartments contemplated for Phase II will be described and referred to as Type "A" apartments and the one (1) commercial apartment as Type "C". Eight (8) parking spaces are allocated to Building "A". Each of the Type "A" apartments will be identical. The Phase II apartments are more particularly described as follows:

Apartment Nos. : For residential apartments -  
A-1, A-2, A-3 and A-4.

For the commercial apartment -  
to be known as "C".

Description of Type "A" : Subject to the variations in their  
apartments : respective floor plans and lanais as  
will be shown on the amended Condo-  
minium Map, each Type "A" apartment  
shall be one (1) level located on  
the second floor of Building "A".  
One (1) open parking space appur-  
tenant to each Type "A" apartment  
will be situate on the ground level  
adjacent to Building "A", and as will  
be shown on the amended Condominium  
Map. Of the eight (8) parking spaces,  
two (2) will be "compact" and six (6)  
will be "standard", the Developer  
reserving the right to allocate  
four (4) of these at a later date.  
Each of the parking spaces will  
have immediate access to the  
driveway which leads to the only  
entry way and exit from and into  
the public street, which will  
be East Manoa Road. Access to  
Type "A" apartments will be provided  
by two (2) exterior stairways situate  
at each end of Building "A". One  
stairway will serve Apartments A-1  
and A-2 only and the other will serve

A-3 and A-4 only, since a common wall between Apartments A-2 and A-3 will block access between the two stairways.

Each Type "A" apartment will contain a kitchen, two (2) full baths, living/dining area, three (3) bedrooms and two (2) lanais. Each apartment will have built-in cabinets, drawers, storage space, stainless steel sink, refrigerator, range, disposal and dishwasher in the kitchen, a laundry area with stacked appliances, drapes, carpeting, water heater and water-proof wood decking on all lanais.

Approximate gross living area :	1000 square feet (excluding lanais and parking spaces).
Approximate gross lanai area :	128 square feet for Lanai #1 and 72 square feet for Lanai #2.
Dimensions of parking spaces (unallocated). Spaces #1 and #8 are "compact" and the remainder are "standard". :	Space #1            7'6" x 17'6" Spaces #2-7        8'6" x 19'0" Space #8            7'6" x 16'0"
Description of Type "C" apartment (commercial) :	Subject to the same variations noted above, the Type "C" apartment shall comprise the entire first (ground) level of Building "A".

There are four (4) parking spaces appurtenant to Apartment C. These will be allocated at a later date. Access to this commercial apartment shall be on the ground level.

Apartment C contains approximately 1990 square feet and its interior will be improved by the purchaser, the Developer providing only "loft" space and plumbing and electrical stubbings or connections, drop ceiling and air conditioning, all as will be shown on the amended Condominium Map. The use of this apartment shall be restricted as set forth in the proposed Declaration and at Page 11 hereunder.

As to both Phases I and II, each apartment shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each of them or any pipes, wires, conduits or other utility or service lines running through them which are utilized by or serve more than one apartment, the foregoing being deemed common elements as

hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings and all fixtures originally installed therein. Additionally, the boundary lines of each apartment are the exteriors of doors, windows and glass walls and the frames thereof and, with respect to lanais, the interior of the wall enclosure.

EFFECT OF PHASED DEVELOPMENT UPON PURCHASERS: Pursuant to the intent to develop in two phases, the Developer shall have the right to complete and obtain a Certificate of Occupancy for, and convey title to the apartments comprising Phase I prior to the completion of Phase II, which phase may be withdrawn or constructed later in time. Upon the completion of Phase II, it shall be merged with Phase I, as provided in the Declaration, and the phases so merged shall be controlled, administered and constituted as a single condominium project.

Prior to the completion and merger of Phase II, the common interest appurtenant to each of the five (5) apartments comprising Phase I shall be twenty percent (20%). After the completion and merger of both phases, the common interest appurtenant to each apartment shall be as follows: 9.1% for each residential apartment and 18.1% for the commercial apartment. The foregoing to the contrary notwithstanding, until the completion and merger of both Phases I and II, it is understood that:

1. Real Property Taxes. The portion of real property taxes attributable to the land shall be allocated between and among the then Phase I apartment owners as though both phases had been completed and merged, and each such apartment owner shall be responsible only for that portion of the real property taxes assessed which are equal to his common interest after merger, i.e., 9.1%. The balance of any real property taxes assessed for fiscal periods prior to the completion of both phases shall be borne by the Developer, who shall pay the same directly or, if such excess is assessed the affected apartment owners, shall promptly reimburse each therefor.

2. Common Expenses. The Phase I apartment owners shall be liable to the extent of their common interest (20%) for common expenses only as to the common elements then existing which they have the right to use.

3. Modification of Plans. The Developer shall have, besides the right to withdraw Phase II, the unilateral right, subject only to permission from the City and County of Honolulu, to modify the plans and specifications for Phase II, including, but not limited to, the right to delete the commercial apartment on the ground floor of Building "A", or the right to delete three (3) of the four (4) residential apartments in Phase II. In the event of any such modification, the common interests set forth above shall be further revised in a manner consistent with such modifications.

4. Easements to service Phase II. The Developer shall have the right to add, delete, relocate, realign, reserve and grant all utility and other easements and rights of way

over, under and on the common elements necessary to service Phase II; provided, that such easements and rights of way do not materially impair the use of the existing apartments or any appurtenant interests in the common elements thereto. Additionally, the Developer reserves to itself, its successors and assigns, until June 30, 1979, or until such time as all of the improvements for Phases I and II described herein have been completed in accordance with the plans filed, whichever shall first occur, the following rights: (a) an easement over, under and across the common elements of the Project, both general and limited, for the purpose of all work connected with or incidental to the development, construction and sale of the Project or any part thereof or any apartment or interest therein; and (b) the right, appurtenant to the undeveloped portions of the land, in the nature of an easement over and upon any portion of the land, to create and cause dust, noise, vibration and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of the Project or any part thereof or any apartment therein in said undeveloped portions of said land. Construction of Phase II shall be performed in such manner as shall cause the least practicable annoyance to and interference with the then existing apartment owners residing in Phase I.

EFFECT OF MERGER UPON PURCHASERS: The merger of Phase II with Phase I shall take effect only after the completion of Phase II and the issuance of a Certificate of Occupancy therefor and upon the recordation by the Developer of an amendment to the Declaration, which shall certify that the second phase has been completed and that the merger has been consummated. The following consequences shall ensue from and after the effective date of the merger:

1. Administration. The merged phases shall be treated for the purposes of administration, use and sharing of common expenses as though they had been developed, divided into apartments and use by the owners thereof as a single undivided project. The apartments in each of the merged phases shall have an equal and non-exclusive right to use the common elements constructed as part of each phase, subject to the terms, conditions and limitations provided in the Declaration and in the By-Laws, and the apartments in each of the merged phases shall have appurtenant thereto a common interest for all purposes, including voting, described above at Page 7.

2. Contributions to Reserve. The Developer may require the owners of the apartments which are added to the Project by merger, to make contribution, in addition to their share of the common elements, to the maintenance reserves of the Project. The Developer may provide that such contributions may be made over a period of time and in establishing the amounts and terms of such contribution the Developer shall take into account the amount of maintenance reserves accumulated prior to the addition of the apartments in Phase II and the condition of the Phase I apartments in the Project. The owners of the apartments in Phase II, added to the Project by merger, shall not be obligated to pay or assume any outstanding debt, expense, cost or other obligation of the owners of the Phase I apartments in the Project as of the effective date of the merger, with the

exception of any such debts, expenses, costs or obligations which were incurred for the common benefit of both the apartments in Phase I and the apartments in Phase II.

3. Reformation of Association. Within sixty (60) days following the completion and merger of Phase II, a special meeting of the Association of Apartment Owners shall be called to elect a new Board of Directors, which shall replace the existing Board and which shall govern the entire Project. The procedure for calling and holding such a meeting and all of the meetings of the reformed Association shall be as set forth in the By-Laws.

RIGHTS RESERVED BY THE DEVELOPER: The proposed Declaration reserves the right to the Developer, at its sole option, to amend the Declaration at any time prior to December 31, 1978, or until completion of both Phases I and II, whichever shall first occur, without the consent of any apartment owner or the Association of Apartment Owners or any other person holding an interest in any apartment of the Project, for the purpose of merging Phase II with Phase I of the Project, thereby causing as of the effective date of such amendment all apartments in Phase I and Phase II to constitute a part of the Project and all owners of apartments in Phases I and II of the Project to constitute one Association of Apartment Owners.

In the alternative, the Developer, at its sole option and, if permitted by all applicable state laws and ordinances and regulations of the City and County of Honolulu, reserves the right, to be exercised no later than December 31, 1978, and only on condition that construction of Phase II has not yet commenced, to withdraw the property upon which Phase II is to be built from the Regime for the purpose of retaining sole ownership thereof. The Developer, in the event it elects to exercise this reserved right, shall take, at its own expense, all necessary steps to effect the subdivision and/or partition of the property, which subdivision and/or partition shall occur at the zoning line dividing the two phases, i.e. the Developer may not so withdraw and subdivide that part of the land which extends southerly at the said dividing line, as shown in the proposed Condominium Map. The Developer, upon electing to exercise this right, and if successful in obtaining the aforesaid result, further reserves the right to unilaterally amend the Declaration and sell the property so withdrawn either to a third party or to the Association of Apartment Owners of Phase I, or to develop Phase II at a later date, submitting it as a completely separate horizontal property regime, or to develop the property in any other manner permitted by law.

COMMON ELEMENTS: The proposed Declaration reflects that the common elements of the Project consist of the following: (1) the fee simple land, subject to the reservations of the Developer set forth above; (2) all foundations, floor slabs, floor supports, floors, columns, girders, beams, supports, unfinished perimeter walls, load-bearing walls and roofs of the buildings; (3) the yard, grounds and landscaping, refuse and like facilities; (4) the driveway, including its ramp, to the entrance and exit to the public street; (5) all ducts, electrical equipment, wiring, pipes and other central

and appurtenant transmission facilities and installations over, under and across the Project which serve more than one apartment for services such as power, gas, light, hot and cold water, refuse, sewer, telephone, radio and television signal distribution and like utilities and, in general, all apparatus and installations existing for common use; and (6) all other parts of the Project existing for the common use or normally in common use or necessary and convenient to the existence, maintenance and safety of the Project.

LIMITED COMMON ELEMENTS: The proposed Declaration reflects that certain parts of said common elements for the Project, designated as "limited common elements" will be set aside and reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements to be set aside and reserved are as follows: (1) the described parking spaces, so designated on the proposed Condominium Map as appurtenant to the Type "B" apartments or by number from "1" through "8" for Type "A" and "C" apartments (as will be shown on an amended Condominium Map if Phase II materializes), which shall be appurtenant to and for the exclusive use of such apartments; (2) the two stairways serving Building "A", which lead to the second floor and which, respectively, serve as access to two apartments only, one stairway serving only Apartments A-1 and A-2 and the other serving only Apartments A-3 and A-4, which shall be appurtenant to and for the exclusive use of the Type "A" apartments which they serve; and (3) such of the common elements which are rationally related to a single building of the Project, which shall be appurtenant to and for the exclusive use of the apartments of such building.

EASEMENTS: In addition to any exclusive easements established in the limited common elements, the apartments and common elements of the Project shall also have, and be subject to the following easements and rights: (1) non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for, and support and maintenance or repair of such apartment, and in the other common elements for use according to their respective purposes, and in all other apartments or the building or structure for support, subject always to the exclusive or limited use of the limited common elements; (2) if any part of the common elements now or hereafter encroaches upon any apartment or limited common element, or if any apartment now or hereafter encroaches upon any other apartment, or upon any portion of the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist (and, in the event any buildings of the Project shall be partially or totally destroyed and then rebuilt, minor encroachments of any part of the common elements upon any apartment or of any apartment upon any other apartment or upon any portion of the common elements due to construction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist); (3) an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments serving his apartment, each apartment being subject to an

easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartment; (4) the irrevocable right, by the Association of Apartment Owners, to enter any apartment and limited common element from time to time during reasonable hours, as may be necessary for the proper operation of the Project, as that term is defined by the Act, or for making emergency repairs where necessary to prevent damage to the common elements or to any apartment or for the installation, repair or replacement of any common elements.

INTEREST TO BE CONVEYED TO PURCHASER: The undivided interest in the common elements appertaining to each of the three types of apartments and their owners for all purposes, including voting and the sharing of common profits and expenses of the Project is: (1) for Phase I, twenty percent (20%); and (2) for Phases I and II, in the event Phase II is completed and merged with Phase I, for each of the ten (10) apartments (the nine residential and one commercial), nine and one-tenth percent (9.1%) for each residential apartment (Type "B" and "A") and eighteen and one-tenth percent (18.1%) for the commercial apartment (Type "C"), subject, however, to further change should the Developer modify plans for Phase II as provided in sub-paragraph 3 on page 7 above.

COMMON EXPENSES: The proposed Declaration provides that all charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the Project, including without limitation the operation thereof, all maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, all labor, services, materials, supplies and equipment for the Project, all water electricity, refuse collection and other utilities, unless separately charged or metered, all liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident, fire or nuisance thereon and all premiums for hazard and liability insurance required with respect to the Project.

PURPOSE OF APARTMENTS AND RESTRICTIONS AS TO USE: The proposed Declaration provides that the Project shall, at all times, be restricted to the following use: (1) the nine (9) residential apartments shall be used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests and for no other purpose; (2) the single commercial apartment shall be used only for commercial purposes which are consistent with and appropriate to the design of Building "A" and permissible under the City and County of Honolulu Comprehensive Zoning Code and any other applicable state law and city ordinance, as the same may be amended from time to time; provided, however, at no time may any food or alcoholic beverage be dispensed by any apartment in Building "A", including the commercial apartment; and, provided further, that the commercial apartment shall close for business no later than 6 P.M. each business day and shall observe a business week of Monday through Saturday; and (3) the parking spaces shall be used only for parking and storing of vehicles and/or for such other purposes as the Association may from time to time approve, subject always to such limitations as may be contained in the De-

claration, or in the By-Laws and House Rules and/or the applicable zoning regulations and the Act. Additionally, each apartment owner must comply with the terms of the Declaration, By-Laws and House Rules.

The House Rules provide, in part, (1) no more than six (6) persons shall be allowed to occupy any residential apartment or be employed by the owner or occupant of the commercial apartment; (2) no more than two (2) guests may be permitted in each residential apartment for a period not to exceed three (3) days at any one time; (3) no livestock, poultry, rabbits, dogs, cats or other animals shall be allowed or kept within an apartment or upon any part of the Project; and (4) no "garage" sales of any nature, whether inside or outside an apartment, are permitted anywhere in the Project.

OWNERSHIP TO TITLE: The preliminary report issued by National Title Corporation on April 11, 1977, assures that the fee simple title to the land is now vested in the Developer.

ENCUMBRANCES AGAINST TITLE: Said preliminary report reflects that the following encumbrances exist:

1. The reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. That certain mortgage executed by Manoa Village Partners, a General Partnership, as "Mortgagor", and Gregg Ryuji Kashiwa, husband of Gail Suda Kashiwa, and Gerald Ming Kai Pang, husband of Diana Yuat Moi Pang, as "Mortgagee", dated September 28, 1976, and filed in the Land Court as Document No. 786741, duly noted on Transfer Certificate of Title No. 186,329, and also recorded in the Bureau in Book 11754, Page 492, to secure the amount of \$160,000.00, all according to the terms and provisions of that certain promissory note of the Mortgagor therein referred to.
3. Real property taxes as may be due and owing.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated February 25, 1977, by and between National Escrow Corporation as "Escrow" and the Developer as "Seller", has been submitted to the Commission as part of this registration. On examination, the specimen sales contract and executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly, §514-35 and §§514-36 through 514-40.

The specimen sales contract provides, *inter alia*, that in the event that all of the Phase I apartments are not sold by December 31, 1977, or all of Phase II apartments are not sold by December 31, 1978, or if any time during the period of the Agreement, a purchaser's credit shall be found unsatisfactory to the Developer or financing becomes unavailable to a purchaser or the Developer, the Developer may at its option, cancel that purchaser's Agreement upon written notice to purchaser and upon cancellation, the Developer shall direct Escrow to refund to the purchaser all sums paid

by the purchaser, and both the Developer and purchaser shall be released from all further liability under the sales contract.

The specimen contract also provides that prices may be increased by the Developer should the cost overruns exceed a certain sum and that purchaser's interest in the contract shall be subordinate to any interim or construction loan mortgage the Developer may place on the Project.

Among other provisions, the Escrow Agreement reflects that a purchaser shall be entitled to a refund of his funds, if any one of the following shall have occurred: (1) if Escrow receives a written request from the Developer to return to purchaser the funds of such purchaser then held hereunder by Escrow; or (2) if the purchaser's funds were obtained prior to the issuance of a Final Report and there is any change in the building plans subsequent to the execution of purchaser's sales contract requiring the approval of a county officer having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval of acceptance of the change or ninety (90) days have elapsed since purchaser has accepted in writing the apartment or has first occupied the apartment; or (3) if the purchaser's funds were obtained prior to the issuance of a Final Public Report and the purchaser requests in writing refund of his funds prior to the time such Final Public Report is issued; or (4) the Final Public Report differs in any material respect from this Preliminary Public Report, unless the purchaser has given written approval or acceptance of the difference; or (5) if the Final Report is not issued within one (1) year from the date of issuance of the Preliminary Report. If for any reason whatsoever, a particular individual escrow is cancelled, then Escrow shall be compensated in the amount of twenty-five dollars (\$25.00) as its administrative costs, said cancellation fee to be paid by the purchaser.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the sales contract and the Escrow Agreement. The Escrow Agreement establishes how the proceeds from the apartments and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds.

FINANCING OF PROJECT: The Developer is preparing to file with the Commission a statement of financing showing the total Project costs and Developer's program of financing the total Project costs. The Developer plans to finance the total Project cost through a construction loan in an amount and from a lender yet to be determined.

MANAGEMENT AND OPERATIONS: The Declaration provides that the operation of the Project may be conducted for the Association by a responsible Managing Agent, who shall perform the duties as the Board of Directors shall authorize, including the collection of all assessments from the apartment owners. The proposed Declaration identifies that the initial Managing Agent shall be Meridian Properties, a division of Park Development Corporation, one of the Developer's partners.

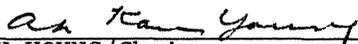
STATUS OF PROJECT: The Developer advises the Real Estate Commission that construction of the building has not yet commenced.

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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 March 1, 1977, and additional information subsequently filed as of April 13, 1977.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 904 filed with the Commission on March 1, 1977.

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AH KAU YOUNG/Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

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April 18, 1977