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

KIHEI MANOR
2136 Konou Place
Kihei, Maui, Hawaii

REGISTRATION NO. 1085

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: May 10, 1979
Expires: June 10, 1980

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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED FEBRUARY 6, 1979, AND INFORMATION SUBSEQUENTLY FILED AS OF MAY 4, 1979. THE DEVELOPER BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, HAWAII REVISED STATUTES, CHAPTER 514A.

1. KIHEI MANOR is a proposed fee simple condominium project situate in Kihei, Maui, Hawaii, and contains twelve (12) apartment units in one (1) two-story building and fifteen (15) parking stalls, three of which are for compact cars.

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 the issuance of this Preliminary Public Report.

3. The Developer reports that the Declaration of Horizontal Property Regime, the By-Laws and the Condominium Map will be filed in the Bureau of Conveyances of the State of Hawaii immediately prior to the application for a Final Public Report.

4. Advertising or promotional materials have not been submitted to the Commission pursuant to its rules and regulations.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Hawaii Revised Statutes, Chapter 514A, and the Rules and Regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.

6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, May 10, 1979, unless a Final Public Report or a Supplementary Public Report issues, or the Commission, upon review of registration, issues an order extending the effective date of this report.

7. This Preliminary Public Report is made a part of the registration of the KIHEI MANOR condominium project. The Developer has the responsibility of placing a true copy of this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers and securing a signed receipt for the Preliminary Public Report from each purchaser.

NAME OF PROJECT: KIHEI MANOR

LOCATION: The project is located at 2136 Konou Place, Kihei, Island and County of Maui, State of Hawaii, and consists of a parcel of land whose area is 11,086 square feet.

TAX KEY: 3-9-16:31, Second Division

ZONING: Apartment (A-2)

DEVELOPER: The developer of the project is Randall Antoku, of 35 Walaka Street, Apartment P-304, Kihei, Maui, Hawaii 96753.

ATTORNEY REPRESENTING DEVELOPER: Ueoka & Luna (Attention: B. Martin Luna), 2103 Wells Street, Wailuku, Maui, Hawaii 96793; Telephone 244-7914.

DESCRIPTION OF PROJECT AND APARTMENTS: The proposed project consists of one two-story building containing 12 apartment units, together with parking facilities, driveway and landscaping. The building is primarily of wood construction with concrete and wooden load-bearing walls, concrete slab, wooden second floor, and interior partitioning of wooden walls.

There is only one type of apartment unit. Each of the twelve apartment units contains approximately 410 square feet living area and has a living/dining room, kitchen, one bedroom, and one bathroom. None of the apartments has a lanai.

The apartments in the building are numbered consecutively on each floor commencing at the front end of the building; the first digit of each apartment indicates its floor, with units 101 through 105 on the first floor and units 201 through 207 on the second floor.

Each apartment has direct access to a connecting corridor which is part of the common elements. The building has two staircases leading to the second floor.

Each apartment unit will contain appropriate furnishings, an oven range with exhaust hood, disposal, refrigerator, water heater, carpeting, drapes, a smoke alarm and ceiling fan.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceiling surrounding each apartment, or any pipes, wires, conduits or other utility lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall 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, doors and door frames, windows and window frames, and any built-in fixtures.

COMMON ELEMENTS: The common elements will include the land and all improvements on the land other than the apartments, and all common elements mentioned in Chapter 514A, Hawaii Revised Statutes, which are actually constructed on the land, and specifically shall include, but shall not be limited to:

(a) Said land in fee simple;

(b) All foundations, floor slabs, columns, beams, unfinished perimeter supports, party and load bearing walls, roofs, chases, stair wells and stairs, walkways, entrances and exits of said building;

(c) All yards, grounds, landscaping and refuse areas and trash chutes;

(d) All driveway and parking areas and stalls for 15 cars;

(e) All ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, light, gas, water, sewer, telephone and television signal distribution;

(f) Laundry and storage areas as designated on condominium map;

(g) Any and all other devices or installations upon the land described, existing for or rationally of common use to all the owners of apartments within the project.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

(a) Each entry hallway, all exterior doors and windows adjoining and serving an apartment or apartments appurtenant to and for the exclusive use of such apartment or apartments which it serves.

PERCENTAGE OF UNDIVIDED INTEREST: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting as follows:

Unit	Common Interest Percentage	Number of Apts. of Each Unit Type	Total
101, 105, 201 and 207	8.34%	4	33.36
102, 103, 104 202, 203, 204 205 and 206	8.33%	8	66.64
			100.00

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The apartments hereinabove described shall at all times be used as permanent or temporary residences or for such other purposes as are permitted by law and approved by the Board of Directors of the Association.

The proposed House Rules provide that pets will not be allowed on the premises except upon the approval of the Board of Directors.

OWNERSHIP OF TITLE: A Preliminary Report prepared by Title Guaranty of Hawaii, Inc., dated January 30, 1979, and updated on May 1, 1979, certifies that title to the land committed to this regime is vested in Randall Antoku under a deed dated June 16, 1978, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 12967, Page 603.

ENCUMBRANCES: Said Preliminary Title Report prepared by Title Guaranty of Hawaii, Inc., states that as of the date of the search (May 1, 1979), title to the land is subject to:

1. Real property taxes, second installment, fiscal year July 1, 1978 - June 30, 1979.

   Tax Key: 3-9-16-31 (2) Area: 11,086 square feet

2. The restrictive covenants contained in that certain Deed dated August 7, 1968, and recorded in Liber 6208 at Page 325.

3. That certain Agreement dated May 25, 1978, and recorded in Liber 12991 at Page 682, by and between Randall Antoku, as "Applicant", and the County of Maui, through its Department of Water Supply, a political entity duly created and existing under the laws of the State of Hawaii, as "County".

4. Mortgage

   Mortgagor: Randall Antoku, Unmarried, and Aloysius Klink and Hildegard Klink, husband and wife

Mortgagee: Clark G. Schell and Betty J. Schell, husband and wife

Dated: November 21, 1977

Recorded: Liber 12562, Page 237

PURCHASE MONEY HANDLING: A specimen Sales Contract and the Escrow Agreement have been submitted as part of the registration. The Escrow Agreement dated January 31, 1979, identifies Title Guaranty Escrow Services, Inc., as the escrow agent. Upon examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly with Sections 514A-37, 514A-39 and 514A-63 through 514A-66, Hawaii Revised Statutes. A prospective purchaser should carefully examine the form of Sales Contract and the Escrow Agreement to determine the time for and the amount of installment payments on the purchase price, the estimated monthly common expenses and the sharing of closing costs.

Among other provisions, the Escrow Agreement provides that a purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to such purchaser, without interest, less Escrow's cancellation fee of $25.00, promptly after purchaser has requested such return if Escrow shall have received from Developer a written notice that any one of the following has occurred:

1. Developer shall have requested escrow to return to purchaser the funds of purchaser then being held hereunder by Escrow; or

2. Developer shall have notified Escrow of Developer's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated therein or otherwise available to Developer; or

3. With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, there shall have been a change in the building plans requiring approval of a county officer having jurisdiction over the issuance of building permits except such changes as are specifically authorized in the Declaration of Horizontal Property Regime or by the terms of the Sales Contract or to which said purchaser has otherwise consented in writing; or

4. The Final Report differs in a material respect from the Preliminary Report, and the purchaser's written approval of such change shall not have been obtained; or

5. The Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report.

The specimen Sales Contract provides, in part, that the Developer's mortgage loan (interim, renewals, and extensions) used for the construction of the project shall be and remain at all times a superior lien on the project, and the purchasers intentionally waive and subordinate the priority of lien under the Sales Contract in favor of the mortgage loan.

The specimen Sales Contract further provides that if the purchasers who have agreed to obtain mortgage loans have not secured commitments therefor satisfactory to the Developer and in a timely manner, the Developer may cancel the Sales Contracts and refund all monies paid by the purchasers without interest.

It is incumbent upon purchasers and prospective purchasers that they read with care the Sales Contract and the executed Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of the condominium units are placed in trust, as well as the retention and the disbursement of funds.

MANAGEMENT AND OPERATION: Article III, Section 3, of the By-Laws states that the Board of Directors shall at all times employ a responsible managing agent to manage and control the property subject at all times to direction of the Board of Directors. A managing agent has not yet been selected.

STATUS OF PROJECT: The Developer advises that construction of the project has commenced November 24, 1978, and will be completed about December 31, 1979.

The purchaser or prospective purchaser should be cognizant of the fact that this Public Report represents information disclosed by the Developer in the required Notice of Intention submitted February 6, 1979, and information subsequently filed as of May 4, 1979.

THIS PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1085, filed with the Commission on February 6, 1979. 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.

AH KAU YOUNG, Chairman
Real Estate Commission
State of Hawaii

Distribution:

Department of Taxation
Bureau of Conveyances
Planning Department, County of Maui
Federal Housing Administration
Escrow Agent

Registration No. 1085

May 10, 1979