

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

MELEKULA HALE
47-650, 47-650A, 47-652, 47-652A, 47-656 Melekula Road
Kaneohe, Hawaii
REGISTRATION NO. 1123

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: May 23, 1979
Expires: June 23, 1980

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED APRIL 24, 1979 AND INFORMATION SUBSEQUENTLY FILED AS OF MAY 18, 1979. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514A, HAWAII REVISED STATUTES.

1. MELEKULA HALE is a fee simple condominium project consisting of five (5) buildings, without basements. There are a total of five (5) apartments, and ten (10) parking spaces.

2. The Developer has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of this Final Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and Condominium File Plan) have been recorded in the Bureau of Conveyances and the Office of the Assistant Registrar of the State of Hawaii.

The Declaration of Horizontal Property Regime executed May 14, 1979, with By-Laws attached was recorded as aforesaid in Liber 13683, Page 435 and filed in the Land Court as Document 52267.

The approved Floor Plans showing the layout, location, apartment numbers, etc., have been designated Condominium File Plan No. 615 in the Bureau and Condominium Map No. 368 in the Land Court.

4. No advertising or promotional matter has been filed 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 the Horizontal Property Act, Chapter 514A of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, May 23, 1979, unless a Supplementary Public Report issues or the commission, upon review of the registration, issues an order extending the period of this report.

7. This Final Public Report is made a part of registration of MELEKULA HALE condominium project. The Developer has the responsibility of placing a true copy of the Final Public Report (white paper stock) in the hands of all purchasers. Securing a signed copy of the Receipt for the Final Horizontal Property Regime Public Report from each purchaser is also the responsibility of the Developer.

NAME OF PROJECT: MELEKULA HALE

LOCATION: The approximate 58,123 square feet of land committed to the regime is situated in Melekula Road, Kaneohe, Hawaii.

TAX MAP KEY: FIRST DIVISION: 4-7-46:20, 84, and 86.

ZONING: R-3 on all parcels.

DEVELOPER: Howard Shou Yuen Luke, 5009 Poola Street, Honolulu, Hawaii; telephone: 847-0555 (business), 373-3378 (residence).

ATTORNEY REPRESENTING DEVELOPER: Robert J. LeClair, 47-656 Melekula Road, Kaneohe, Hawaii 96744; telephone: 239-9467, 948-8608.

DESCRIPTION: The Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a fee simple condominium project consisting of five (5) buildings, without basements, consisting of a total of five (5) apartments.

The five apartment units constructed according to three types of floor plans are located and shown on the Condominium File Plan. The principal material used in the construction of the buildings is wood. A description of said floor plans, designating the layout, number of rooms and approximate area thereof is as follows:

Apartments 1 and 3 are two-story, with the upper story containing an area of approximately 924 square feet and containing three bedrooms, two baths, a kitchen, a dining room, and a living room. The lower story contains two storage closets. The parking areas for Units 1 and 2 are located on the lower story of Unit 1. The parking areas for Units 3 and 4 are located on the lower story of Unit 3.

Apartments 2 and 4 are one-story, containing an area of approximately 924 square feet and containing three bedrooms, two baths, a kitchen, a dining room, and a living room.

Apartment 5 is a one-story, containing an area of approximately

1250 square feet and containing one bedroom, one bathroom, an entry deck, open lanai, and a kitchen/living room.

All apartments have immediate access to the grounds of the project, via wooden stairs.

The respective apartments shall not be deemed to include any pipes, wires, conduits, or other utility or service 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 be deemed to include all the walls and partitions within its perimeter walls, all walls, floors, ceilings and roofs, doors and door frames, windows and window frames, the appurtenant decks, the deck air space, and all fixtures originally therein.

COMMON ELEMENTS: One freehold estate is hereby designated in all remaining portions of the project, herein called the "common elements", including specifically, but not limited to:

1. The land in fee simple;
2. All roads, driveways and parking areas;
3. All pipes, cables, conduits, ducts, electrical equipment, wiring 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, light, gas, water, sewer, telephone and television signal distribution, if any;
4. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

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:

1. Two (2) parking spaces, for each apartment, as designated on the Condominium File Plan by the same number as the respective apartments shall be appurtenant to and for the exclusive use of each apartment.
2. The "Limited Common Element Area For Apartment 1" as shown on the Condominium File Plan and the electric meter located thereon shall be appurtenant to and for the exclusive use of Apartment 1. The "Limited Common Element Area For Apartment 2", as shown on the Condominium File Plan and the electric meter located thereon shall be appurtenant to and for the exclusive use of Apartment 2. The "Limited Common Element Area For Apartment 3", as shown on the Condominium File Plan and for the electric meter located thereon shall be appurtenant to and for the exclusive use of Apartment 3. The "Limited Common Area For Apartment 4", as shown on said Condominium File Plan and the electric meter located thereon shall be appurtenant to and for the exclusive use of Apartment 4. The "Limited Common Element Area For Apartment 5", as shown on the Condominium File Plan and the electric meter located thereon shall be appurtenant to and for the exclusive use of Apartment 5.
3. Each of the five apartments shall be solely responsible for the proper repair and maintenance of any and all limited common elements appurtenant to their respective apartments and shall at all times keep the same in good order and condition, and maintain and keep the land of said limited common elements in a neat and attractive condition and all trees and shrubs and grass therein in good cultivation and replant the same as may be necessary, and repair and make good all defects in the same of which notice shall

be given by the Board of Directors or Managing Agent within thirty (30) days after the giving of such notice.

4. The owners of Apartments 1 and 2 shall be jointly responsible, in equal shares, for the cost of water service to their apartments including the cost of repairs of any plumbing leading to their apartments. The owners of Apartments 3 and 4 shall be jointly responsible, in equal shares, for the cost of water to their apartments including the cost of repairs of any plumbing leading to their apartments. The owner of Apartment 5 shall be solely responsible for the cost of water service to his apartment including the cost of repairs of any plumbing leading to his apartment. The owner of each apartment shall be solely responsible for the costs of electric service to his apartment.

INTEREST TO BE CONVEYED TO PURCHASERS: Documents filed with the Real Estate Commission indicate that the purchaser will secure an Apartment Deed, conveying an apartment and an undivided twenty percent (20%) interest in the common elements of the project. This same percentage interest for each apartment shall be used in determining each purchaser's proportionate share of all common profits and expenses of the project, except as otherwise provided in paragraphs 3 and 4 of the topic above, and shall be used for all other purposes including determining the proportionate representation for voting purposes in the Association of Apartment Owners of the project.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that, except when a mortgagee has entered into possession of an apartment following (i) a default under a first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartments are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration and the By-Laws attached thereto.

OWNERSHIP OF TITLE: The Project involves three lots, each of which is composed of two parcels. Complete descriptions of these six parcels are contained as Exhibits to the Declaration and are in the Preliminary Report dated April 18, 1979 issued by Title Guaranty of Hawaii. Said Preliminary Report shows that Howard S.Y. and Lorraine F. Luke own a one-half interest, as tenants in common, with Thomas and Susan Oshiro (one-fourth interest) and Jane Tome (one-fourth interest) in Parcels Third through Sixth, and that Robert and Stephanie LeClair own Parcels First and Second. All of the foregoing parties have joined in the Declaration submitting the six parcels to the Horizontal Property Regime.

NOTE: The fee owners of the project have designated Howard Shou Yuen Luke as their representative.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report dated April 18, 1979 states that the following are encumbrances against the parcels:

Real Property taxes as may be due and owing. Such taxes have been fully paid up to and including June 30, 1979, but for further information, check with the Tax Assessor, First Division.

1. As to Parcel First only: A grant in favor of Hawaiian Electric Company, Inc. and Hawaiian Telephone Company, dated February 14,

1956, filed as Document No. 186009.

2. As to Parcel Second only:
 - (a) A setback line approximately 60 feet from the southerly boundary for building purposes.
 - (b) Free flowage of water of Kahaluu Stream.
3. As to Parcels First, Third and Fifth:
 - (a) "Nothing herein contained shall be construed as determining the rights to water and/or easements for irrigation ditches in favor of the Dillingham Brothers, Limited, and/or any of the parties interested in the lands covered by Land Court Certificate of Title No. 47,043."
 - (b) Covenants contained in deed dated December 27, 1950, filed as Land Court Document No. 124605.
4. As to Parcels Second, Fourth and Sixth: Reservation in favor of the State of Hawaii of all mineral and metallic mines.
5. As to Parcels Fourth and Sixth: Stream setback line, as shown on the map prepared by Ernest K.H. Park, registered Land Surveyor, dated June 13, 1972, attached to Affidavit recorded in Liber 8687 at Page 104.
6. As to Parcels Third to Sixth, inclusive: "...Lot 17-A, being a portion of R.P. 4016, Land Commission Award 2246-B, Apana 1, containing an area of 10,427 square feet will only be sold or encumbered with Lot 667-E-17-A of Land Court Application No. 979, and that Lot 17-B, which is also a portion of R.P. 4016, Land Commission Award 2246-B, Apana 1, containing an area of 11,527 square feet will only be sold or encumbered with Lot 667-E-17-B of Land Court Application No. 979."; as set forth in said Affidavit recorded in Liber 8687 at Page 104.
7. Mortgage on Parcels Third and Fourth.

Mortgagor: Thomas Choson Oshiro and Susan Hideyo Oshiro, husband and wife, Jane Sueno Tome, unmarried, and Howard Shou Yuen Luke and Lorraine Fusae Luke, husband and wife

Mortgagee: American Savings and Loan Association, a Utah Corporation

Dated : December 1, 1972
Filed : Land Court Document No. 609053
Recorded : Liber 8777 Page 40
Amount : \$54,600.00
8. Mortgage on Parcels Fifth and Sixth.

Mortgagor: Thomas Choson Oshiro and Susan Hideyo Oshiro, husband and wife, Jane Sueno Tome, unmarried, and Howard Shou Yuen Luke and Lorraine Fusae Luke, husband and wife

Mortgagee: American Savings and Loan Association, a Utah Corporation

Dated : December 1, 1972
Filed : Land Court Document No. 609054
Recorded : Liber 8777 Page 48
Amount : \$53,000.00

9. Mortgage on Parcels First and Second

Mortgagor: Robert John LeClair and Stephanie Diane LeClair,
husband and wife

Mortgagee: Liberty Bank, a Hawaii corporation

Dated : July 23, 1973
Filed : Land Court Document No. 641064
Recorded : Liber 9347 Page 25
Amount : \$40,000.00

10. Mortgage on Parcels First and Second

Mortgagor: Robert John LeClair and Stephanie Diane LeClair,
husband and wife

Mortgagee: University of Hawaii Federal Credit Union, Charter
No. 10465, a Federal Credit Union

Dated : December 9, 1977
Filed : Land Court Document No. 850580
Recorded : Liber 12609 Page 593
Amount : \$20,000.00

11. Mortgage, Security Agreement and Financing Statement on Parcels
Third to Sixth, Inclusive

Mortgagor: Thomas Choson Oshiro and Susan Hideyo Oshiro, husband
and wife, Jane Sueno Tome, unmarried, and Howard Shou
Yuen Luke and Lorraine Fusae Luke, husband and wife

Mortgagee: Amfac Financial Corp., a Hawaii Corporation

Dated : November 24, 1978
Filed : Land Court Document No. 910526
Recorded : Liber 13305 Page 291
Amount : \$21,000.00

In addition, the property is encumbered by the Declaration, By-Laws
and Condominium File Plan as aforesaid.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement
dated April 19, 1979, between Title Guaranty Escrow Services, Inc.,
as Escrow, and Developer has been filed with the Commission. On
examination, the executed Escrow Agreement is found to be in com-
pliance with Chapter 514A, Hawaii Revised Statutes.

The Deposit, Receipt, Offer and Acceptance document and the Adden-
dum thereto, which is intended by the Developer to be used as a
sales contract for sales of the units, contains the following
provisions:

1. It is expressly understood and agreed by and between Seller and
Buyer that Buyer's apartment will be conveyed to Buyer as is and that
THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED
WARRANTY OF MERCHANTABILITY OR FITNESS OF THE APARTMENT FOR A PARTI-
CULAR PURPOSE, involved in this sale.

2. Seller shall deliver to Buyer through escrow, a letter from a
licensed pest control company stating that there is no live, visible
termite infestation in the improvements therein. Seller shall pay
for termite extermination treatment if it is required in order to
furnish the certificate.

3. Seller warrants and Buyer will certify in writing that all major
appliances, plumbing and electrical and/or gas fixtures included in the

sale will be in working order consistent with their age as of the date of closing or occupancy, if earlier. No continuing warranty is expressed or implied.

It is incumbent upon the purchaser and the prospective purchaser that he read with care the executed Escrow Agreement and the Deposit Receipt, Offer and Acceptance agreement together with the Addendum. The Escrow Agreement establishes how the proceeds from the sale of residential apartments are placed in trust, as well as the retention and disbursement of said trust funds. The specimen DROA and Addendum specifically provides that the purchaser approves said Escrow Agreement and assumes the benefits and obligations therein provided.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project may be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible managing agent, but there is no requirement that a managing agent be appointed. At this time, the Developer does not propose to so appoint a managing agent.

NOTE: Developer advises that no representation or references will be made to either purchasers or prospective purchasers concerning rental of the apartment, income from the apartment or any other economic benefit to be derived from the rental of the apartment, including but not limited to, any reference or representation to the effect that Developer or any Managing Agent of the project will provide, directly or indirectly, any services relating to the rental or sale of the apartment. Rental of the apartments and the provisions of management services in connection therewith is and shall be the sole responsibility of the purchaser.

STATUS OF THE PROJECT: As per the Notice of Completion filed with the Commission, construction of the project was completed in May and June of 1973. By letter of May 1, 1979 from the City's Department of Land Utilization, a copy of which has been furnished the Commission, the dwellings are conforming uses, so rebuilding in case of damage will be permitted provided necessary yard setback requirements are complied with.

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 on April 24, 1979 and information subsequently filed as of May 18, 1979.

This is a FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT which is made a part of REGISTRATION NO. 1123 filed with the Commission April 24, 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 white.



AH KAY YOUNG, Chairman
Real Estate Commission
State of Hawaii

Distribution: Federal Housing Administration
Department of Taxation
Planning Department, City and County of Honolulu
Escrow Agent
Bureau of Conveyances

REGISTRATION NO. 1123

DATE: May 23, 1979