

**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

PENAKII  
Waipio, Oahu, Hawaii

REGISTRATION NO. 1232

**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: October 17, 1980  
Expires: November 17, 1981

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 ON JANUARY 21, 1980, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF SEPTEMBER 25, 1980. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Preliminary Public Report of March 7, 1980 and Supplementary Public Report of March 25, 1980 on PENAKII, Registration No. 1232, the Developer has forwarded additional information reflecting the fact that material changes have been made in the documents and plans for the project.
2. The Developer shall be responsible for placing this Final Public Report (white paper stock), the Supplementary Public Report (pink paper stock), the Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.
3. Advertising and promotional matter has been submitted to the Real Estate Commission.
4. The Declaration of Horizontal Property Regime, together with the By-Laws of the Association of Apartment Owners attached thereto, was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 1032253. Approved floor plans and elevations have been filed in said Office of the Assistant Registrar as Condominium Map No. 434.
5. This Final Public Report automatically expires on November 17, 1981, unless a subsequent Supplementary Public Report is issued, or the Commission, upon review of the registration, issues an order extending the effective period of this report.

Except for the information under the topical headings which follow, the information in the Preliminary Public Report dated March 7, 1980 and the Supplementary Public Report dated March 25, 1980, has not been changed.

DEVELOPER: The new address of Gentry-Waipio, A Joint Venture, a registered Hawaii general partnership, is 94-539 Puahi Street, Waipahu, Hawaii 96797.

DESCRIPTION OF THE PROJECT:

A. Description of Buildings. The Developer advises that the project will not contain a cabana as previously planned.

B. Description of the Apartments. The Developer advises that the project will contain one hundred seven (107) as opposed to one hundred eight (108) apartments, and that apartment 14D shall be a common element for use of the resident manager. The developer further advises that each type B apartment will have one-half bath on the first floor and one full bath on the second floor.

COMMON ELEMENTS: Apartment 14D for the use of the resident manager has been included as a common element. The cabana, which will not be built, is no longer a common element. The common elements of the project shall include, without limitation:

- (1) Said land in fee simple;
- (2) Apartment number 14D located in building 14 for the use of the resident manager;
- (3) All structural components, such as foundations, girders, beams, supports, main walls, roofs, entrances, exits, floor slabs, unfinished perimeter, party and load-bearing walls, and walkways of said buildings;
- (4) All common spaces such as yards, gardens, planting areas, trash collection areas, all parking areas, roadways and access lanes, specifically including parking stalls 110 through 116 inclusive and 160 through 164 inclusive, which are guest parking stalls;
- (5) All common premises for the use of janitors, resident manager, or other persons employed for operation of the property;
- (6) Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central appurtenant transmission facilities and installations over, under, or across the property which serve more than one apartment for services such as power, light, gas, hot water, cold water, sewage, telephone, radio and television signal distribution, if any;
- (7) Any apparatus and installations existing for common use, such as tanks, pumps, motors, fans, compressors, ducts, vents, and other such installations and apparatus;
- (8) The fences which surround fenced yard areas;
- (9) 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 exclusive easements for the use of such limited common elements as follows:

- (1) Each apartment shall have for its exclusive use two (2) parking stalls as assigned and designated on the Condominium Map and as provided in Exhibit "A" attached hereto and incorporated herein by reference.
- (2) Each apartment shall have for its exclusive use the mailbox bearing the same designation as such apartment.
- (3) All concrete walkways and pads adjacent to each apartment shall be limited common elements appurtenant to the respective apartments.
- (4) All fenced yard areas adjacent to each apartment shall be limited common elements appurtenant to the respective apartments. The Developer hereby expressly reserves the right,

prior to the first conveyance of an apartment of the property, to redesignate any and all fenced yard areas appurtenant to the respective apartments, including, without limitation, the right to realign the boundaries of said fenced yard areas by a maximum of ten (10) feet on either side of the boundary shown on the Condominium Map; and may accomplish and effect said redesignation at the time of the filing of an "as-built" verified statement, by amendment to the Declaration and the Condominium Map as provided in paragraph 10 of the Declaration. The acceptance of an apartment deed by any apartment owner shall constitute consent by said apartment owner to any change in the boundaries of the appurtenant fenced yard areas as aforesaid.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the property (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the property and for all other purposes, including voting, as follows:

<u>Unit Type</u>	<u>Apartments</u>	<u>Common Interest</u>
A	1A, 1B, 1C, 1D, 4A, 4B, 4C, 4D, 6A, 6B, 6C, 6D, 9A, 9B, 9C, 9D, 14A, 14B, 14C, 15A, 15B, 15C, 15D, 18A, 18B, 18C, 18D, 20A, 20B, 20C, 20D, 22A, 22B, 22C, 22D, 24A, 24B, 24C, 24D, 27A, 27B, 27C, 27D	.768%
B	2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 5A, 5B, 5C, 5D, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 19A, 19B, 19C, 19D, 21A, 21B, 21C, 21D, 23A, 23B, 23C, 23D, 25A, 25B, 25C, 25D, 26A, 26B, 26C, 26D	1.0465%

EASEMENTS: The Declaration of Horizontal Property Regime provides that the apartments and common elements (including limited common elements) shall have and be subject to a number

of easements including but not limited to the following which purchaser should note:

(1) Each apartment owner shall have a non-exclusive easement shared with all members of the Gentry-Waipio Community Association to use those certain Common Areas of the Gentry-Waipio Community Area as such areas shall be designated from time to time pursuant to Article III of the Declaration of Covenants, Conditions and Restrictions for the Gentry-Waipio Community Area attached to the Declaration of Horizontal Property Regime as Exhibit "F", subject, however, to those certain Specific Uses and Restrictions set forth in Section 3.03 thereof and to those certain Specific Conditions, Limitations and Restrictions on Improvement set forth in Section 4.03 thereof. As presently planned, the Common Areas are scheduled to consist of (1) those areas ("buffer areas") between Kamehameha Highway and the Community Area, consisting of grass areas, shrubbery and trees; and (2) that certain "pedestrian pathway" centrally located in the Community Area.

(2) Each apartment shall have appurtenant thereto non-exclusive easements in other apartments in the building in which such apartment is located for support.

(3) The Developer shall have the right to conduct extensive sales activities on the property, including the use of model apartments, sales, and management offices, and extensive sales displays and activities until the earlier to occur of (a) forty-eight (48) months from the date of filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii of the first apartment deed or (b) the closing of the sale of the last unsold apartment in the project. In the event that the Developer is unable to sell all of the apartments within the forty-eight (48) month period, the Developer shall have the right to conduct sales activities on the property until the closing of the sale of the last unsold apartment in the project provided that such sales activities are conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession and aesthetic enjoyment of the property by the other apartment owners. In the event that the Developer's mortgage lender or any successor to or assignee of the Developer's mortgage lender shall acquire any portion of the property in the course of any foreclosure or other legal proceeding or by an assignment in lieu of foreclosure, such mortgage lender, its successors and assigns shall have the right to conduct such extensive sales activities on the property until at least ninety-five percent (95%) of all of the apartments have been sold and closed, notwithstanding the foregoing.

(4) The Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement over and upon the property as may be reasonably necessary for the completion of improvements to and correction of defects in the property. Such easement shall terminate twenty-four (24) months after the later of (i) the date of the filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii of the first apartment deed, or (ii) "date of completion" (as that term is used in Section 507-43(f), Hawaii Revised Statutes) of the improvement to be completed or corrected. Such period shall be extended for such additional

period (not to exceed twenty-four (24) months) as may be reasonably necessary for the completion of such improvements in the exercise of due diligence or such additional period as may become necessary if such completion is delayed by reason of force majeure.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration of Horizontal Property Regime provides:

(1) Except when the holder of the first mortgage on an apartment has entered into possession of the apartment following (i) a default under its first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the apartments shall be occupied and used only as a residential dwelling for the owner, his family, tenants and social guests and for no other purpose. No apartment owner shall be permitted to lease his apartment or any portion thereof for transient or hotel purposes, which are defined as (a) rental for any period of less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen, or bellboy service. An owner of an apartment shall automatically, upon becoming the owner of an apartment, be a member of the Association of Apartment Owners of Penakii, and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. The Association shall have the power to enact resolutions, rules and regulations, and have the power to amend and repeal the same from time to time, reasonably restricting and regulating the use of the apartments and the common elements; provided, that any such resolutions, rules or regulations shall be consistent with the terms of the Declaration, the By-Laws and that certain Regulatory Agreement attached to said Declaration as Exhibit "D" by and between the Association of Apartment Owners of Penakii and the Federal Housing Commissioner, which Regulatory Agreement is incorporated herein by this reference.

(2) The owners of the respective apartments shall have the absolute right to sell or otherwise transfer such apartments, or their undivided interests therein, subject to all provisions of the Horizontal Property Act, the Declaration, the By-Laws attached thereto and said Regulatory Agreement; provided, however, that no apartment owner shall cause the sale, lease or other transfer of less than the entire apartment except by way of a transfer of an undivided interest therein.

ENCUMBRANCES AGAINST TITLE: A Preliminary Title Report issued by First Land Title Corporation dated August 13, 1980, states that title to Lot 8663, which is the land on which the project is to be built, is subject to the following encumbrances:

1. Condemnation of drainage easements 1, 2, 3, 4; construction easements 1, 3, 4; construction parcels C-5, C-6, C-7, C-11, C-12; Parcels 38, 39, 40 in regards to the construction, preservation and protection of Interstate Highway Project No. I-H2-I(3), condemned pursuant to Judgment and Final Order of Condemnation in Civil No. 29744, in favor of the State of Hawaii, dated July 22, 1974, filed as Document No. 698862.

2. That certain Unilateral Agreement and Declaration for Conditional Zoning dated August 26, 1977, filed as Land Court Document No. 832326 by Thomas Henry Gentry, husband of Nora Silvia Gentry, and Gentry-Pacific, Ltd., a Hawaii corporation. Reference is hereby made to the document for full particulars.

3. Mortgage, Security Agreement and Financing Statement dated March 30, 1978, by and between Gentry-Waipio, a Joint Venture, a Hawaii registered general partnership, Mortgagor, and Bank of Hawaii, a Hawaii banking corporation, Mortgagee, filed in the Bureau of Conveyances of the State of Hawaii in Liber 12805, Page 585, and also filed as Document No. 867417. A Notice of Commitment dated June 16, 1978, executed by Bank of Hawaii to make future advances, was filed as Document No. 882129.

4. Additional Charge Mortgage, Security Agreement and Financing Statement dated June 21, 1979, by and between Gentry-Waipio, A Joint Venture, a Hawaii registered general partnership, Mortgagor, and Bank of Hawaii, a Hawaii banking corporation, Mortgagee, filed in Liber 13813, Page 793 and also filed as Document No. 949092.

5. Easement 3164, 10 feet wide, for sewer purposes; Easement 3165 for roadway purposes; Easement 3166 for roadway purposes; as shown on Map 549, as set forth by Land Court Order No. 57336, filed August 1, 1980.

NOTE: In addition to the foregoing encumbrances, the land on which the project is to be built shall be subject to that certain Declaration of Covenants, Conditions and Restrictions for the Gentry-Waipio Community Area dated November 17, 1978 and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 909239, and all amendments thereto.

PURCHASE MONEY HANDLING: A revised specimen of the Condominium Reservation Agreement, Deposit Receipt and Sales Agreement (hereinafter called "Reservation and Sales Agreement") and an Amendment to the Escrow Agreement have been submitted to the Real Estate Commission as part of the registration. Among other things, the Reservation and Sales Agreement and the Amended Escrow Agreement provide that:

(1) No disbursement of purchaser's funds held in escrow shall be made to the Developer until purchaser's apartment deed is filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

(2) Upon the cancellation of any Reservation and Sales Agreement, any amount due Escrow on account of such cancellation either as a cancellation fee or otherwise shall be paid by the Developer.

(3) Purchaser shall pay and be responsible for the following closing costs:

(i) appraisal fees;

(ii) costs of note and mortgage preparation and any assignments thereof;

withdrawals from such account reduce it below said 15 percent accrual, the rate of such monthly deposits shall immediately be restored to 3 percent; at any time thereafter upon accrual in said General Operating Reserve Account of an amount equal to 25 percent of the current annual amount of assessments chargeable to the owners, such monthly deposits may, by appropriate action of the Association, be discontinued and no further deposits need be made into such General Operating Reserve so long as said 25 percent level is maintained and provided, further, that upon reduction of such reserve below said 25 percent level, monthly deposits shall forthwith be made at the 3 percent rate until the 25 percent level is restored.

GENTRY-WAIPIO COMMUNITY AREA ASSOCIATION: Pursuant to Article VI of the Declaration of Covenants, Conditions and Restrictions for the Gentry-Waipio Community Area, the Community Area Association is authorized to assess a maintenance assessment to cover expenses incurred by said Community Area Association in providing for the maintenance, restoration and repair of any improvements located upon common areas, among other things more fully set forth in Article V of said Declaration of Covenants, Conditions and Restrictions for the Gentry-Waipio Community Area. All assessments made by the Community Area Association shall be separate and distinct from maintenance assessments for the Penakii condominium project.

GRANTING/REALIGNMENT OF EASEMENTS: The Developer reserves the right unto itself, its successors and assigns, to and until June 1, 1990, to delete, relocate, realign, reserve and grant those certain easements and rights of ways over, under and on the common elements as shown on Map No. 549 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000, and more particularly described as Easements 3164 (12,622 square feet for sanitary sewer purposes), 3165 (17,330 square feet for roadway purposes) and 3166 (15,339 square feet for roadway purposes), provided that such easements and/or rights of way shall not be located on or within any existing structure on said property and shall not be exercised as to unreasonably disturb, impair or interfere with the normal use and enjoyment of the property by the apartment owners.

CERTIFICATES OF TITLE. Upon the issuance of a separate certificate of title for any apartment sold, the Purchaser shall agree and direct that Developer shall take possession of the "Owner's duplicate certificate" as Owner's "attorney duly authorized" (as those terms are used in Section 501-75, HRS) and upon delivery of possession of the apartment to the purchaser, Developer shall deposit such certificates with the Board of Directors through the Managing Agent, who shall keep all Owner's duplicate certificates in a safe place; provided that (a) the Developer or the Board of Directors and the Managing Agent shall surrender or make available the Owner's duplicate certificate upon request from the Owner thereof for the purpose of having any conveyance or encumbrance noted thereon, on condition that such Owner's duplicate certificate, or any Owner's duplicate certificate issued in the place thereof, shall be redelivered to the Developer or the Board of Directors promptly after any necessary processing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, (b) the Developer or the Board of Directors may deliver

any Owner's duplicate certificate covering any apartment and appurtenant common interest to any first mortgagee of such apartment and appurtenant common interest which may require that it have possession of the Owner's duplicate certificate, on condition that such mortgagee shall promptly surrender such Owner's duplicate certificate to the Developer or the Board of Directors, without further instruction or authorization from the Owner, if presentation of such Owner's duplicate certificate shall be required by the Developer or the Board of Directors in order to permit amendment to the Condominium Map for the Property, the designation of any easement, the filing of any grant of easement, or the filing of any other instrument authorized hereunder, or in the Declaration or By-laws or Apartment Deed to the Owner's apartment, (c) the Developer or the Board of Directors, without further authorization from the Owner, may (and shall at the request of the Developer) present such Owner's duplicate certificate of title to the Office of the Assistant Registrar of the Land Court of the State of Hawaii whenever it may be appropriate to note thereon the filing of an amendment to the Declaration, the By-Laws, or the Condominium Map for the Property, or any designation or grant of easement authorized under the Declaration or By-Laws or under the Apartment Deeds to the Owner's apartments or the filing of any other document incident to the exercise of any reserved right to the Developer under any such document.

STATUS OF THE PROJECT: The Developer advises that construction of the project has commenced on or about May 1980, and completion is scheduled for about March 1981.

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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 Notice of Intention submitted on January 21, 1980, and information subsequently filed as of September 25, 1980.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1232 filed with the Commission on January 21, 1980.

This Report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facimiles must be white.

  
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G. A. "RED" MORRIS, Chairman  
Real Estate Commission  
State of Hawaii

DISTRIBUTION:

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

Registration No. 1232

October 17, 1980

EXHIBIT "A"  
PARKING ASSIGNMENTS

<u>Unit Number</u>	<u>Covered Stall</u>	<u>Open Stall</u>	<u>Unit Number</u>	<u>Covered Stall</u>	<u>Open Stall</u>
1A	3	2	14A	127	126
1B	4	1	14B	128	125
1C	5	8	14C	129	132
1D	6	7	14D	130	131
2A	11	10	15A	135	134
2B	12	9	15B	136	133
2C	13	16	15C	137	141
2D	14	15	15D	139	140
3A	19	18	16A	144	143
3B	20	17	16B	145	142
3C	21	109	16C	146	149
3D	22	108	16D	147	148
4A	26	24	17A	152	151
4B	27	23	17B	153	150
4C	28	30	17C	154	157
4D	29	25	17D	155	156
5A	33	32	18A	99	104
5B	34	31	18B	102	105
5C	35	87	18C	101	106
5D	36	88	18D	100	107
6A	37	86	19A	172	171
6B	38	85	19B	96	97
6C	40	84	19C	95	98
6D	41	83	19D	173	177
7A	42	39	20A	175	176
7B	43	82	20B	174	182
7C	44	81	20C	186	184
7D	45	46	20D	185	183
8A	47	78	21A	187	178
8B	48	80	21B	188	179
8C	50	79	21C	189	180
8D	49	52	21D	190	181
9A	51	69	22A	192	169
9B	54	70	22B	193	170
9C	53	56	22C	194	167
9D	55	68	22D	196	168
10A	62	66	23A	197	195
10B	59	67	23B	198	191
10C	60	58	23C	199	165
10D	61	57	23D	200	166
11A	72	65	24A	203	202
11B	71	63	24B	204	201
11C	73	64	24C	205	208
11D	74	77	24D	206	207
12A	76	89	25A	210	209
12B	75	90	25B	211	159
12C	94	91	25C	212	158
12D	93	92	25D	213	214
13A	121	117	26A	217	216
13B	122	118	26B	218	215
13C	123	120	26C	219	222
13D	124	119	26D	220	221

<u>Unit Number</u>	<u>Covered Stall</u>	<u>Open Stall</u>
27A	225	224
27B	226	223
27C	227	230
27D	228	229

NOTE:

Parking Stall Nos. 103 and 138 are omitted from the numbering system.

Parking Stalls assigned for visitors are as follows:

Nos. 110 through 116 inclusive  
Nos. 160 through 164 inclusive