

# 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

MANAI HALE

45-697 Kamehameha Highway  
Kaneohe, Oahu, Hawaii  
REGISTRATION NO. 1332

### 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: September 25, 1980

Expires: October 25, 1981

#### 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 SUBMITTED July 10, 1980, 1980, AND INFORMATION SUBSEQUENTLY FILED AS OF September 22, 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. MANAI HALE is a proposed fee simple condominium project consisting of four (4) existing multi-family structures, each having three (3) stories. The project has forty-seven (47) residential two-bedroom apartment units, fifty-nine (59) parking stalls, of which fourteen (14) are compact size, a laundry room, swimming pool, recreation deck. Six (6) of the parking stalls shall be sold separately as parking-apartment units with designated percentage interests in the common elements. There is no elevator and no enterphone security system. The Developer intends to sell the apartments together with an undivided interest in the common elements of the project. Each of forty-seven of the parking spaces shall be limited common elements appurtenant to an apartment. Six (6) guests parking spaces shall be a part of the common elements.
2. The Developer of the Project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of Approved Floor Plans) have not yet been recorded in the Office of the recording officer.
4. The Developer has advised the Commission that advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public exposure.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.
6. This Preliminary Public Report is made a part of the registration of MANAI HALE condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and for securing a signed copy of a receipt therefor.
7. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, September 25, 1980, unless a Supplementary or Final Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: MANAI HALE

LOCATION: 45-697 Kamehameha Highway, Kaneohe, Oahu, State of Hawaii.  
The site comprises 50,421 square feet of land.

TAX MAP KEY: First Division, 4-5-50 (Lot 26).

ZONING: R-4

DEVELOPER: A.K.R., INC., a Hawaii corporation, with principal place of business at 1435 Ehupua, Honolulu, Hawaii, 96821. (Telephone: 377-5466). The officers of the corporation are:

PRESIDENT AND TREASURER:

Michael Marshall Ross  
1435 Ehupua Street  
Honolulu, Hawaii 96821

SECRETARY:

Annelle Kay Ross  
1435 Ehupua Street  
Honolulu, Hawaii 96821

VICE PRESIDENT:

Carrington Wong  
1003 6th Avenue  
Honolulu, Hawaii 96816

ATTORNEY REPRESENTING DEVELOPER:

Larry T. Topliss  
250 South Hotel Street  
Suite 200  
Honolulu, Hawaii, 96813  
Telephone: 536-9042

DESCRIPTION OF THE PROJECT:

The Project consists of four adjacent three-story buildings without basements, except that a portion of Building "D" contains a subground level. The four buildings contain forty-seven two-bedroom apartments, and there are fifty-nine outside parking spaces. The four buildings are designated "A", "B", "C" and "D" and their relative locations on the Land are shown on the Condominium Map. Building "A" contains nine apartments. Building "B" contains 12 apartments. Building "C" contains 12 apartments. Building "D" contains 14 apartments, and a partially-enclosed laundry room containing four coin-operated washers and dryers is adjacent to Building "C". The buildings are constructed principally of concrete hollow tile and concrete and are approximately six years old.

Of the total of fifty-nine (59) parking spaces on the real property, forty-seven are designated as being limited common elements, each appurtenant to an apartment; six (6) are designated as common elements intended for parking by guests; and six (6) are designated as parking-apartments.

Of the total of fifty-nine (59) parking spaces on the property, forty-five (45) are of "regular" size, measuring approximately 19 feet by 8½ feet, and fourteen (14) are of "compact" size measuring approximately 16 feet by 7½ feet. The fourteen compact parking spaces are numbered: 1, 2, 3, 4, 5, 6, 7, 8, 12, 113, 114, 303, 1A, and 2A.

APARTMENTS:

Each of the buildings contains three floors designated 1, 2, and 3 in ascending order, except that the makai end of Building "D" has four floors.

Each residential apartment contains five rooms, including a living room, kitchen, bathroom and two bedrooms containing approximately 620 square feet, measured from the outside of the exterior walls to the center of the party walls. Additionally, each of the four apartments designated with numbers "112", "113", "1A", and "2A" has an adjacent ground-floor, garden patio of approximately 384 square feet.

All of the residential apartments except two are designated with three-digit numbers, the first digit of which corresponds to the floor on which the apartment is located, and the second and third digits of which designate the building and location within the building of the apartment. The numbers of the apartments in Building "A" end in "01", "02" or "03" and, therefore, said apartments are designated as "101", "102", "103", "201", "202", "203", "301", "302" and "303". The numbers of the apartments in Building "B" end in "04", "05", "06" or "07", and, therefore, said apartments are designated as "104", "105", "106", "107", "204", "205", "206", "207", "304", "305", "306", and "307". The numbers of the apartments in Building "C" end in "08", "09", "10" or "11" and, therefore, said apartments are designated as "108", "109", "110", "111", "208", "209", "210", "211", "308", "309", "310", and "311". The numbers of the apartments in Building "D" end in "12", "13", "14" or "15" and, therefore, said apartments are designated as "112", "113", "114", "115", "212", "213", "214", "215", "312", "313", "314", and "315". Building "D" also includes two apartments numbered "1A" and "2A" located on the subground level below apartments numbered 115 and 114, respectively.

All residential apartments in the Project are identical except that (i) the layout of the apartments with numbers ending in "01", "03", "04", "06", "08", "10", "12" and "14", and apartment "2A" is a mirror image of the layout of the other apartments, and (ii) each of the four apartments designated as "112", "113", "1A", and "2A" has a ground-floor, garden patio, while the remaining apartments do not have a patio.

The respective residential apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the interior party walls, (b) the floors and ceilings surrounding each apartment, or (c) any pipes, shafts, 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 [excluding the parking-apartments] shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such apartment which are utilized for and serve only that apartment, (iii) the inner decorated or finished surfaces of all walls, floors and ceilings, (iv) any doors, windows or panels along the perimeters, and (v) all fixtures installed therein.

Each residential apartment has direct access to an outside hallway leading to an outside stairwell which stairwell leads to the ground floor common areas.

#### PARKING-APARTMENTS:

The six (6) parking spaces which are designated with the numbers "4", "5", "6", "7", "8", and "12" are designated as parking-apartments, and shall be considered an "apartment" as that term is defined in Section 514A-3(1) of the Horizontal Property Regimes Act. Said six (6) parking-apartments shall be neither a part of the common elements nor appurtenant to any of the forty-seven (47) apartments described above. Each of said six parking-apartments may be sold, resold, mortgaged, or otherwise

encumbered as is done with all other condominium recordations. Each of said six parking-apartments shall be rectangular. All parking-apartments shall be of compact size, measuring approximately 16 feet by 7½ feet. Each of said six parking-apartments shall have appurtenant to it an undivided interest in the common elements as set forth in Exhibit "A", attached hereto. Each of said six parking-apartments shall have appurtenant to it an easement for direct ingress and egress and an easement of lateral support from land adjacent to it.

COMMON ELEMENTS:

The common elements shall include the limited common elements described below, all other portions of the Project other than the apartments, and all other common elements mentioned in the Act which are actually included in the Project, including specifically, but not limited to:

- (a) The Land in fee simple;
- (b) The laundry room;
- (c) All foundations, floor slabs, beams, columns, supports, girders, unfinished perimeter and load-bearing walls, walkways, ramps, fences, railings, and roofs;
- (d) The parking areas, specifically including driveways, roadways, pavements, and walkways and all planted areas, grounds, landscaping, mailboxes, and six parking spaces intended for guest parking, all as listed on Exhibit "A" attached.
- (e) 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, light, water, sewer, telephone and radio and television signal distribution;
- (f) The swimming pool and the recreation deck;
- (g) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS:

Certain parking stalls (forty-seven) are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such parking stalls. SEE EXHIBIT "A", attached, wherein the parking stall designated by number is set forth opposite the number of said apartment to which it is appurtenant and wherein the size of each parking space is stated.

INTEREST TO BE CONVEYED TO PURCHASER:

The percentage of undivided interest (the "common interest"), in the common elements appertaining to each residential Apartment and Parking-Apartment, for all purposes, including voting, is as set forth in EXHIBIT "A", attached.

EASEMENTS:

The residential apartments, parking-apartments, and common elements shall have and be subject to the following easements:

- (a) Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes, for ingress to, egress from, utility services for, and support, maintenance and repair of such apartment; in the other common

elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other apartments and common elements in the building in which the apartment is located for support.

(b) If any common element now or hereafter encroaches upon any apartment or limited common element, or if any apartment now or hereafter encroaches upon any other apartment or common element, a valid easement for such encroachment and the maintenance thereof, as long as it continues, does and shall exist. If a building or other improvements are partially or totally destroyed and then rebuilt, minor encroachments by any common element upon any apartment or by any apartment upon any other apartment due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

(c) The Association of Apartment Owners (the "Association") shall have the right, to be exercised by its Board of Directors (the "Board") or the Managing Agent, to enter each apartment from time to time during reasonable hours as may be appropriate for the operation of the Project or at any time for making emergency repairs therein which may be necessary to prevent damage to any apartment or common element.

(d) Each apartment owner shall have 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 and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utilities and other common elements serving such other apartments and located in such units.

(e) The Developer reserves the right at any time prior to the closing of the first sale of any apartment in the Project, at its expense and for the benefit of the Project (i) to grant over, across, and under the common elements easements for utilities, sanitary and storm sewers, cable television, walkways, roadways and rights of way, and (ii) to relocate or realign any existing easements and rights of way over, across, and under the common elements, including without limitation, any existing utilities, sanitary and sewer lines and cable televisions and connect same, over, across and under the common elements, provided that such easements and such relocations and connections of lines shall not materially impair or interfere with the use of any apartment. In addition, the Association through the Board is authorized to give, convey, transfer, cancel, relocate, and otherwise deal with any and all utility and other easements now or hereafter located on or affecting the Project.

PURPOSE OF BUILDING AND RESTRICTION AS TO USE:

Each residential apartment shall be occupied and used as a permanent or temporary residence, for the owner thereof, his family, tenants, and social guests, and for no other purposes. The apartment owners shall have the absolute right to rent or lease their apartments, subject to the limitations, restrictions, covenants and conditions contained in this Declaration or in the Bylaws. Each apartment owner shall not use his apartment for any purpose which will injure the reputation of the Project, or suffer anything to be done or kept in his Apartment or elsewhere in the Project which will (a) jeopardize the soundness of any building on the premises, (b) interfere with or unreasonably disturb the rights of other owners and occupants, (c) obstruct any balcony, stairway or corridor of any building, (d) increase the rate of fire insurance on any building or the contents thereof, or (e) reduce the value of the premises.

NOTE: The House Rules limits the occupancy of each residential apartment to no more than four (4) persons and not for business except that accessory or incidental use of a portion of the apartment as a study or home office is not prohibited.

The parking-apartments shall be used for parking an operational motor vehicle and for no other purpose.

An apartment owner shall not, without the prior written consent of the Board, make any structural alterations in or additions to the apartment, or make any alterations in or additions to the exterior of the apartment or to any other portion or portions of the common elements unless otherwise provided in the By-Laws.

PURCHASE MONEY HANDLING:

An executed Escrow Agreement, dated July 8, 1980, identifies KING ESCROW SERVICES CORPORATION as the Escrow Agent. Upon examination, the executed Escrow Agreement and specimen Sales Contract are found to be in consonance with Chapter 514A, Hawaii Revised Statutes, and particularly Section 514A-37, 514A-39, and Sections 514A-63 through 66. Among other provisions, the Escrow Agreement provides that a Buyer shall be entitled to a return of his funds, and Escrow Agent shall pay such funds to such Buyer, without interest, promptly after request for return by Buyer if one of the following has occurred:

- (a) Developer requests Escrow Agent to return to Buyer the funds of Buyer then being held hereunder by Escrow Agent; or
- (b) Prior to the date the two conditions set forth in PART "E" of said Sales Contract are satisfied, Buyer gives written notice of cancellation of the Sales Contract; or
- (c) If the Final Public Report or any supplemental report differs in any material respect from the Preliminary Public Report, HOWEVER funds shall not be returned to the Buyer, if (1) the Buyer has given written approval of the difference, or (2) thirty days have elapsed since Buyer was delivered a final public report (or supplemental report) and Buyer has not executed and returned a receipt of said public report, PROVIDED that at the time of the delivery of the public report the Buyer is notified in writing of the fact that his failure to act would be deemed to be a receipt and approval of the public report; or

(d) With respect to Buyers whose funds were obtained prior to the issuance of the Final Public Report, there shall be any substantive change in the building plans of a type which gives Buyer a right to cancel his Sales Contract pursuant to H.R.S. 514A-64, HOWEVER funds shall not be refunded to such Buyer if Buyer's written approval of the specific change has been given; or

(e) If the Final Public Report is not issued within one year from the date of issuance of the Preliminary Public Report.

In any such event, Escrow Agent shall return such funds to the Buyer, without interest earned unless otherwise instructed by Developer, and, furthermore unless Developer shall otherwise instruct Escrow, less:

- (a) Escrow's cancellation fee as mentioned below, and
- (b) Any Mortgagee's cancellation fee, and
- (c) All other costs which have been incurred in connection with the Escrow, mortgage processing, closing, or legal documentation.

It is incumbent upon the purchaser and prospective purchaser to read and understand the Escrow Agreement before executing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing purchaser's funds.

Among other provisions, the specimen Sales Contract provides that the Seller makes no warranty as to any defects in the apartments, the appliances therein, and the common elements of the Project. The Buyer is to inspect the Project and understand and agree that he is buying the property sold in an "AS IS" CONDITION WITHOUT WARRANTY of any nature from the Developer.

#### MANAGEMENT OF PROJECT:

The By-Laws which are incorporated in the proposed Declaration provide that the operation of the Project shall be conducted for the Association under the direction of its Board of Directors by a responsible corporate managing agent. The Developer has submitted a copy of an executed Management Agreement to the Commission dated June 10, 1980, identifying Certified Management, a division of A.R. Corporation, A Hawaii corporation, the principal place of business is 98-1238 Kaahumanu Street, Suite 404, Pearl City, Hawaii, as its initial Managing Agent.

#### STATUS OF THE PROJECT:

The Project was constructed in 1974 and is presently operating as a residential apartment building. Except for certain minor renovations (the most significant being addition of a swimming pool, a recreation deck, repainting of the exterior of the building, and re-stripping the parking area), the Project will be sold in "as is" condition without warranties from the Developer. The renovation work above-mentioned is scheduled for completion by October 5, 1980, and the purchases of individual apartments by purchasers are expected to "close" and such apartments are expected to be ready for occupancy on or about January 1, 1981.

Following inspection by the Building Department of the City and County of Honolulu, State of Hawaii, the following have been determined to be violations of the applicable zoning or building codes:

- 1 There are presently less than the required number of parking stalls in existence. Fifty nine (59) stalls are required.
2. The 10-foot front-yard planting area and 5-foot side-yard planting area on the Waimanalo side have been concreted. Either a variance must be obtained by the developer or the concrete slabs must be removed and the area planted over.
- 3 A refuse enclosure is within the 10-foot front-yard planting area at the Kahuku side of the property. If a variance is not obtained by the developer, the refuse enclosure must be relocated outside the yard setback area.
4. A loading zone (12 ft. by 35 ft.) must be established.

Additionally, the City Building Department could not confirm whether the existing building met all code requirements at the time of construction. Furthermore, the City Building Department notes that variance No. 72/ZBA-12 was issued to permit off-street parking beyond the 100 foot transition zone from the adjacent B-2 Community Business District.

In regard to item # 1 above, the developer shall cause 59 parking stalls to be located on the Kahuku side of the property, as shown on the condominium map.

In regard to item # 2, the developer shall either obtain a variance or shall remove the concrete and landscape the area.

In regard to item # 3, the developer shall either obtain a variance or relocate the refuse enclosure several feet further away from the front property line, outside the setback area.

In regard to item # 4, a loading zone shall be located as shown on the condominium map.

SPECIAL NOTATION:

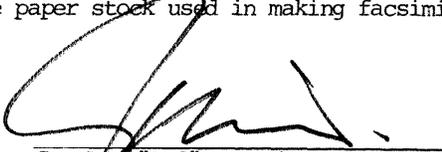
The Developer has informed the Commission that the violations and deficiencies herein above mentioned shall be rectified prior to closing, and the Buyers shall receive title to the apartments and common elements free of any infraction or violation of any existing building and zoning codes governing the Project.

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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 July 10, 1980, and information subsequently filed as of September 22, 1980.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES CONDOMINIUM PUBLIC REPORT which is made a part of REGISTRATION NO. 1332, filed with the Commission on July 10, 1980.

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.



G. A. "Red" Morris, Chairman  
REAL ESTATE COMMISSION,  
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION  
BUREAU OF CONVEYANCES  
PLANNING COMMISSION, CITY AND COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

Registration No. 1332.

Dated: September 25, 1980.

EXHIBIT A

<u>Apartment Number</u>	<u>Parking Stalls*</u>	<u>Common Interest</u>
101	101	2.02%
102	102	2.02%
103	103	2.02%
104	104	2.02%
105	105	2.02%
106	106	2.02%
107	107	2.02%
108	108	2.02%
109	109	2.02%
110	110	2.02%
111	111	2.02%
112	112	3.27%
113	113 [Compact]	3.27%
114	114 [Compact]	2.02%
115	115	2.02%
201	201	2.02%
202	202	2.02%
203	203	2.02%
204	204	2.02%
205	205	2.02%
206	206	2.02%
207	207	2.02%
208	208	2.02%
209	209	2.02%
210	210	2.02%
211	211	2.02%
212	212	2.02%
213	213	2.02%
214	214	2.02%
215	215	2.02%
301	301	2.02%
302	302	2.02%
303	303 [Compact]	2.02%
304	304	2.02%
305	305	2.02%
306	306	2.02%
307	307	2.02%
308	308	2.02%
309	309	2.02%
310	310	2.02%
311	311	2.02%
312	312	2.02%
313	313	2.02%
314	314	2.02%
315	315	2.02%
1A	1A [Compact]	3.27%
2A	2A [Compact]	3.27%

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\*Only "compact" stalls (approx. 16' x 7½') are designated; all remaining stalls are "regular" sized stalls (approx. 19' x 8½') and are not designated.

**EXHIBIT A**

EXHIBIT A, Continued

<u>Parking-Apartment Number*</u>	<u>Common Interest</u>
4 [Compact]	0.01%
5 [Compact]	0.01%
6 [Compact]	0.01%
7 [Compact]	0.01%
8 [Compact]	0.01%
12 [Compact]	0.01%

PARKING STALLS INTENDED FOR GUEST PARKING\*:

1 [Compact]  
2 [Compact]  
3 [Compact]  
9  
10  
11

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\*Only "compact" stalls (approx. 16' x 7½') are designated; all remaining stalls are "regular" sized stalls (approx. 19' x 8½') and are not designated.