

# 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  
CASSANDRA  
1825 Anapuni Street  
Honolulu, Hawaii 96822  
REGISTRATION NO. 1351 (Conversion)

### **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: November 5, 1980  
Expires: December 5, 1981

#### SPECIAL ATTENTION

A comprehensive reading of this report by a 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 SEPTEMBER 5, 1980, AND INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 29, 1980. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. CASSANDRA is a fee simple condominium project consisting of 17 residential apartments located in one existing 3-story building and a ground level parking lot located on a single parcel of land. There are a total of 17 parking stalls.
2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of the condominium project and the issuance of this Final Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of the Association of Apartment Owners attached) have been recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14849, Page 625. The Bureau of Conveyances has assigned Condominium Map No. 740 to the Project.
4. At the present time there are no advertising and promotional materials; however, when such materials are available, they will be submitted to the Commission pursuant to its rules and regulations.
5. The purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the rules and regulations of the Hawaii Real Estate Commission relating to Horizontal Property Regimes.

6. This Final Public Report automatically expires thirteen (13) months after the date of issuance, November 5, 1980, unless a Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this Report.
7. This Final Public Report is made a part of the registration of CASSANDRA condominium project. The Developer has the responsibility of placing a true copy of this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed copy of the receipt therefor.

NAME OF PROJECT: CASSANDRA

LOCATION: The Project is located at 1825 Anapuni Street, Makiki, City and County of Honolulu, State of Hawaii, and consists of one parcel of land of approximately 9,426 square feet.

TAX MAP KEYS: First Division, 2-4-23-23

ZONING: A-3 (Apartment)

DEVELOPER: CASSANDRA COMPANY, a Hawaii partnership, whose address and principal place of business is 1351-5 Lower Main Street, Wailuku, Hawaii 96793. The partners are Katherine Y. Abdul, Corinna G. Abdul, Daniel L. Abdul, Cassandra J. Killion, Harry H. Kanada and Gilbert S. Masaki.

ATTORNEY REPRESENTING DEVELOPER: HODDICK, REINWALD, O'CONNOR & MARRACK (James K. Tam), 2400 Grosvenor Center, PRI Tower, 733 Bishop Street, Honolulu, Hawaii 96813. Telephone: 524-8350.

DESCRIPTION OF PROJECT: The Declaration of Horizontal Property Regime reflects that the Project consists of a 3-story, 17-unit reinforced concrete building with a ground floor parking area with 17 parking stalls, a laundry room and a fenced-in swimming pool.

1. Description of Units, Location and Numbering.

There are seventeen (17) one-bedroom, one-bath apartments. The second and third floors each contain eight apartments. There is one apartment on the ground floor. The apartments are numbered with the first number being the floor number on which the apartment is situated. The numbering of the apartments is as follows:

Ground Floor - GR1  
2nd Floor - 201, 202, 203, 204, 205, 206, 207, 208  
3rd Floor - 301, 302, 303, 304, 305, 306, 307, 308

2. Lay-outs and Area of Units:

(a) There are seventeen (17) one-bedroom apartments from the ground floor through the third floor. Each apartment, except GR1, consists of a living/dining area, one bedroom, a kitchen and one full bathroom, and closet space totaling 523 square feet, plus a lanai of 63 square feet.

(b) GR1 consists of a living/dining area, one bathroom, a kitchen, closet space, and one bedroom, totaling 556 square feet, plus an enclosed yard of 807 square feet.

(c) All square footage is computed based on the following:

- (1) center line of walls between apartments;
- (2) exterior line of walls between apartments and common areas;
- (3) exterior line of walls between apartments and exterior of building.

3. Access to Common Elements: Each apartment unit has immediate access to the corridor which leads to two stairwells.

4. Limits of Units: The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls (notwithstanding section 2 above), the floor and ceilings surrounding each apartment or any pipes, wires, conduits, or other utility or service lines running through such apartment or which are utilized or which serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include the adjacent lanai, 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. GRI shall be deemed to include the enclosed yard.

5. Appliances, Carpet and Drapes: Each apartment will have a range/oven combination, stove hood and vent, refrigerator/freezer, disposal, and water heater. Standard carpets and drapes will be supplied.

COMMON ELEMENTS: The common elements of the Project are all other portions of the land and improvements in the Project other than the apartment units and shall include but not be limited to:

- (a) the land in fee simple;
- (b) all foundations, columns, girders, beams, supports, load-bearing walls, roof, ceilings, hallways, stairways, entrances and exits of the building;
- (c) the stairways, mechanical room, electrical room and all other trash disposal, storage, laundry and utility areas;
- (d) all yards, grounds, landscaped areas, and swimming pool, except enclosed yard appurtenant to GRI;
- (e) all ducts, conduits, electrical equipment, wiring and other central and appurtenant installations, including power, light, water, sewer and telephone;
- (f) all other elements and facilities, devices or installations for or normally in common use by all owners of the apartments or which may be necessary to the existence, upkeep and safety of the building or the Project.

LIMITED COMMON ELEMENTS: Limited common elements and the apartments to which their use is reserved are:

- (a) the parking stall assigned to each particular apartment unit as shown in the Exhibit attached hereto;
- (b) a mailbox designated for each particular apartment unit shall be for the exclusive use of said apartment having the same number as inscribed on the mailbox.

INTEREST TO BE CONVEYED TO PURCHASER: All purchasers of apartments shall have a proportionate share of "common interest" in the Project. The common interest shall be used in determining profit, loss and common expenses of the Project. An apartment owner's proportionate share also applies to all other situations (where appropriate) including voting. Each apartment unit in the Project shall have a one-seventeenth (1/17) proportionate share in the common interest.

EASEMENTS: The units and common elements shall also have and be subject to the following easements:

(a) Non-exclusive easements in the common elements and parking area designed for such purposes as ingress to and egress from, utility services for, and support, maintenance and repair of such apartment units and parking area; and in the other common elements for use according to their respective purposes.

(b) If any part of the common elements encroaches upon any unit (including encroachment of perimeter or load-bearing walls over any centerline of any apartment), a valid easement for such encroachment and maintenance thereof so long as it continues shall and does exist. In the event any portion of the building shall partially or totally be destroyed or rebuilt, minor encroachments of any parts of the common elements due to construction will be permitted and valid easements for such encroachments and the maintenance thereof shall exist.

(c) The Association shall have the right, to be exercised by its Board of Directors or the managing

agent, to enter each unit from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs therein where the condition of any unit is reasonably believed by the Resident Manager or any member of the Board of Directors to be an immediate threat of personal injury or property damage.

(d) Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units for its access to any common element located in such unit. Further, Developer, its successors and assigns, reserve the right to hold and to grant such nonexclusive easements to others, including utility companies, governmental agencies, and other persons requiring such easements.

(e) Developer, its successors and assigns, have the right to use and relocate in its sole discretion from time to time any apartments or units that it owns as models, management and/or sales office and conduct sales and rental operations within the Project and to maintain such advertising signs anywhere it deems necessary to conduct its business so long as the signs comply with governmental ordinance.

PURPOSES OF BUILDING AND RESTRICTIONS AS TO USE: The residential apartments hereinabove described shall at all times be used as permanent or temporary residences and for no other purposes, except that the Developer may use any of such apartments for sales or display purposes prior to the sale and conveyance thereof by the Developer. All parking spaces in the Project shall be used solely for the parking of automobiles, motorbikes and trucks 1/2 ton or less in capacity.

The Recreation Area and facilities are intended and restricted for use as a recreational facility by the owners and occupants of residential apartments and their guests; PROVIDED, that (1) a portion of the Recreation Area and facilities may be used as an office by the Board of Directors or the Managing Agent of the Project and (2) the Recreation Area and facilities may be used by the Developer for sales or display purposes in connection with sales of residential apartments in the project.

The House Rules provide, in part: (1) No waterbeds are permitted unless each owner and occupant agree in writing to indemnify, defend, and hold safe the Association and any and all other persons who may suffer any property damage, personal injury to inconvenience caused in any way by the use of the waterbed; (2) Bicycles, skateboards and related vehicles shall not be operated on walkways or sidewalks.

OWNERSHIP OF TITLE: The Preliminary Title Report dated October 22, 1980 issued by Title Guaranty of Hawaii, states that fee simple title to the land is held by Harry H. Kanada, husband of Mitsue Kanada, as to an undivided 0.056 interest;

Daniel L. Abdul, husband of Haunani Dalton Abdul, as to an undivided 0.252 interest; Cassandra J. Killion, unmarried, as to an undivided 0.252 interest; Katherine Y. Abdul, unmarried, as to an undivided 0.250 interest; and Gilbert S. Masaki, husband of Kiyono Masaki, as to an undivided 0.190 interest, as tenants in common.

ENCUMBRANCES: The Preliminary Title Report dated October 22, 1980, prepared by Title Guaranty of Hawaii, reflects that title to the land is subject to the following:

1. Reservation to the State of Hawaii of all mineral and metallic mines.

2. Mortgage in favor of Bank of Hawaii, a Hawaii corporation, dated January 25, 1968, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 5986, Page 401. Said mortgage was assigned to American Mutual Life Insurance Company, an Iowa Corporation, by assignment dated December 19, 1968, and recorded as aforesaid in Liber 6350, Page 373.

3. For any taxes that may be due and owing, reference is made to the Office of the Tax Assessor, first division.

4. The restrictions, covenants, agreements, obligations, conditions, reservations, easements, and other provisions set forth in Declaration of Horizontal Property Regime dated June 25, 1980 recorded in the Bureau of Conveyances in Liber 14849 at Page 625 and the By-Laws attached. (Project covered by Condominium Map No. 740.)

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement dated October 24, 1980, by and between Title Guaranty Escrow Services, Inc., as Escrowee, and Cassandra Company, as Seller, has been submitted to the commission as part of this registration. On examination, the Escrow Agreement and Sales Contract are found to be in compliance with Chapter 514A, Hawaii Revised Statutes. The provisions of the Sales Contract should be read carefully by the purchasers.

Among other provisions, the Escrow Agreement provides that a purchaser shall be entitled to a refund of his funds, and escrow shall pay said funds to said purchaser, without interest, less escrow's cancellation fee, in the following instances:

1. Developer and the purchaser has requested escrow in writing to return to purchaser the funds of such purchaser then held by escrow; or

2. Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

3. If a purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the condominium 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 of buildings, unless the purchaser has given written approval.

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

5. The Final Public Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Public Report and the purchaser has not waived or has not been deemed to have waived his right to a refund.

The Escrow Agreement also provides that escrow shall deposit all funds received in a bank or savings and loan institution selected by the Developer and that the interest earned thereon shall be the sole asset of the Developer.

It is incumbent upon the purchaser that he read with care the Sales Contract and the Escrow Agreement. The Escrow Agreement establishes how the proceeds and the sale of the apartments and all sums from any source are placed in trust as well as the retention, disbursement and refund of said trust funds.

MANAGEMENT AND OPERATION The Declaration of Horizontal Property Regime provides that the operation of the Project shall be conducted for the Association of Apartment Owners by a managing agent selected by the Association under its By-Laws. The Developer anticipates appointing Hawaiiana Management Company, Ltd. as the initial Managing Agent. A proposed form of contract to be signed by the agent has been submitted.

STATUS OF PROJECT: The Developer has advised the Commission that the project was completed October 1968. A letter from the Building Department, City and County of Honolulu states that the building met all code requirements at the time of construction and no variances or special permits were granted to allow deviations from any applicable codes. The

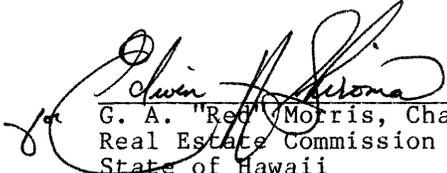
units are presently being rented on a month to month lease agreements.

NOTE: Any changes to the structure in the future would be subject to the zoning requirements in effect at that time, including Section 21-107, Non-Conforming Uses.

The purchaser or prospective purchaser should be cognizant of the fact that this Final Public Report represents information disclosed by the developer in the required Notice of Intention submitted September 5, 1980 and information subsequently filed as of October 29, 1980.

This Final Horizontal Property Regime (Condominium) Public Report is made a part of Registration No. 1351, filed with the commission on September 5, 1980.

The Report, when reproduced, shall be a true copy of the commission's Public Report. The paper stock must be white in color.

  
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. 1351  
November 5, 1980

CASSANDRA CONDOMINIUM PROJECT EXHIBIT  
DESIGNATING AND ASSIGNING PARKING STALLS

<u>APARTMENT NUMBER</u>	<u>STALL NUMBER</u>
GR1	1
201	17
202	16
203	15
204	14
205	13
206	12
207	11
208	2
301	9
302	8
303	7
304	6
305	5
306	4
307	10
308	3

EXHIBIT