

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

MOANA
2260 S. Kihei Road
Kihei, Maui, Hawaii

REGISTRATION NO. 1399

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 14, 1981
Expires: June 14, 1982

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 MARCH 10, 1981 AND INFORMATION SUBSEQUENTLY SUBMITTED AS OF MAY 7, 1981. THE DEVELOPER, NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAWS, HAWAII REVISED STATUTES, CHAPTER 514A, AS AMENDED.

1. MOANA is a proposed fee simple condominium project containing eight (8) two-bedroom apartments located in one (1) two-story building with a basement. There will be a total of sixteen (16) assigned parking stalls.
2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of this proposed condominium project and the issuance of this Preliminary Public Report.

3. No advertising or promotional matter has been submitted pursuant to the Rules and Regulations promulgated by the Commission.
4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners, and a copy of the approved Floor Plans) have not been recorded in the office of the recording officer.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, May 14, 1981, 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.
7. This Preliminary Public Report is made a part of registration on MOANA 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 securing a signed copy of the receipt therefor.

NAME OF PROJECT: MOANA

LOCATION: The project will be located at 2260 S. Kihei Road, Kihei, Maui, Hawaii, on a parcel that is approximately 16,342 square feet in area.

TAX KEY: Second Division 3-9-5-25

ZONING: Apartment (A-1)

DEVELOPER: Kirchmeyer Development Corporation, a Hawaii corporation, is the developer of the project with its principal place of business and post office address at 1993 S. Kihei Road, Kihei, Maui, Hawaii, and its telephone number is 879-1525. The officers are Ken Kirchmeyer, President-Treasurer; and Patricia L. Kirchmeyer, Vice-President-Secretary.

ATTORNEY REPRESENTING DEVELOPER: LAWRENCE N. C. ING, 2145 Wells Street, Suite 204, Wailuku, Maui, Hawaii 96793; telephone: 242-4555.

DESCRIPTION OF PROJECT: The proposed Declaration of Horizontal Property Regimes describes the project as follows:

1. Building Description. The building is two stories in height with parking on the basement level and ground level. There are eight (8) two-bedroom apartments. All floors are interconnected with an elevator in the center of the building and stairways at each end. Each apartment shall have immediate access through an elevator and a hall and stairway to a walkway and parking lot on the grounds of the project leading to the public streets.

The principal materials of which the said building shall be constructed are as follows:

- a. the basement floor slab shall be of poured reinforced concrete;
 - b. the first floor shall be of poured reinforced concrete in part, wood floor joists with sheathing and 1-1/2" lightweight concrete topping;
 - c. the second floor shall be of wood joists with sheathing and 1-1/2" lightweight concrete topping;
 - d. the structural system of the basement parking area shall be of steel reinforced concrete block; exposed exterior surfaces shall be of stucco and brick;
 - e. the exterior walls of the first and second floors are of treated wood frame studs and stucco exterior; the interior walls within each apartment shall be of treated wood studs or metal studs and all interior wall surfaces shall be gypsum board; the walls between apartments shall be of steel reinforced concrete block with plaster;
 - f. the stairs shall be of reinforced concrete and/or of wood frame;
 - g. the roof shall be of wood frame and monier roof tiles; the roof over the rear walkway shall be of wood frame with built-up roofing;
 - h. the interior floors of the living, dining, bedroom and hall areas shall be covered with carpet; the floors of the kitchen and bathrooms shall be covered with carpet or ceramic tile.
2. Limits of Apartment. Each apartment shall include all the walls and partitions within its perimeter walls; all glass windows or panels along the perimeters; the entirety of perimeter non-party walls except for the exterior decorated surfaces; the interior half of perimeter party walls; the inner decorated or finished surfaces of the floors and ceilings; the built-in fixtures including the oven and range, refrigerator, garbage disposal, dishwasher, washer/dryer, water heater, microwave oven, garbage compactor, sinks, bathroom fixtures, Jacuzzi bathtub, carpets and drapes; and all air space encompassed within the apartment; provided, however, that the portion of each party wall and of each load bearing wall (whether or not a party wall) which is included in any apartment is a common element (except for the inner decorated surface of said wall within said apartment, which is not a common element) and that the exterior decorated surface of each perimeter non-party wall is a common element; and provided further that any ventilation duct shafts within an apartment as shown on the condominium map is a common element.

3. Numbering of Units. Each apartment has been given a numerical designation by which its location in the building can be determined. The first floor units shall be either 101, 102, 103 or 104. The second floor units shall be either 201, 202, 203 or 204. The first number shall designate the floor the unit is located on.
4. Description of Apartments. There will be eight (8) two-bedroom units. Each apartment includes a living-dining room, kitchen, two bedrooms and two baths. Type A contains a floor area of approximately 1,017.76 square feet and Type B contains a floor area of approximately 1,021.87 square feet. Type A units are 101, 102, 103, 104, 202 and 203. Type B units are 201 and 204.

COMMON ELEMENTS. The common elements include:

- a. The land in fee simple.
- b. The foundations, floor slabs, columns, girders, beams, supports, bearing walls, corridors, stairways, fire escapes, entry halls, lobbies, elevator, entrances and exits of the building, and all structural and bearing surfaces.
- c. The roof.
- d. The mailboxes, trash areas and storage room.
- e. All yards, gardens, recreation areas, including the swimming pool, patios, sidewalks, driveways and fences/walls.
- f. All ducts, electrical equipment wiring and other central and appurtenant installations for service of the common elements including elevator, machinery, swimming pool and equipment, sprinkler system and equipment.
- g. All of the parts of the project existing for the common use and are necessary to the existence, maintenance and safety of the project.

LIMITED COMMON ELEMENTS. The limited common elements are:

(1) The two parking stalls set aside and reserved for the exclusive use of the particular apartment as shown on the Condominium Map, to-wit, one (1) basement parking enclosed garage stall and one (1) open parking stall parking stall designated by number will be for the exclusive use of such apartment as follows:

<u>Apt.</u>	<u>Basement Stall</u>	<u>Open Stall</u>
101	B-01	16
102	B-03	14
103	B-05	10
104	B-08	12
201	B-02	15
202	B-04	13
203	B-07	11
204	B-06	9

(2) The individual central solar air conditioning system and solar-electric hot water heater units. The eight solar panels are located on the roof and are reserved for each apartment with the same number, to-wit, 101, 102, 103, 104, 201, 202, 203 and 204. Each apartment owner will maintain and repair its own air conditioning system that includes the solar panel and air conditioning unit.

INTEREST TO BE CONVEYED TO PURCHASERS: The percentage of undivided interest in the common elements appertaining to each apartment is 12.5%. For purposes of percentage interest in the common elements, voting and the amount of maintenance required to be paid by each apartment the percentage above shall govern.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration provides that all apartments shall be occupied and used as living accommodations for permanent or transitory use and may be leased or rented from time to time for transient occupancy by the respective owners thereof, their tenants, families, domestic servants and social guests subject to such limitation as may be contained in the Declaration or in the By-Laws and House Rules which may be adopted from time to time governing the use of the apartments. The Declaration of Horizontal Property Regime restricts the Ownership of the apartments from any form of time-sharing or time-interval ownership.

The purchasers or prospective purchasers are advised to read with care the proposed House Rules which provides in part: (1) Occupancy limited to seven persons; (2) No dogs, cats or other domestic pets are allowed in the premises.

OWNERSHIP OF TITLE: The Preliminary Title Report by Title Guaranty of Hawaii, Inc., dated January 9, 1981, reflects that title is vested in Kirchmeyer Development Corporation, a Hawaii corporation, the developer.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report by Title Guaranty of Hawaii, Inc., also reflects the following encumbrances:

1. Real property taxes as may be due and owing. For further information, check with the tax assessor, Second Division.

2. Section VI(c) Agreement for Central Maui Areas dated June 9, 1980, recorded in Liber 14794 at Page 562, made by and between the County of Maui, Department of Water Supply, "County", and Ken Kirchmeyer, "Applicant".

NOTE: The Developer has advised the Commission that the following are additional encumbrances to that stated above:

3. Declaration of Covenants, Conditions and Restrictions (Tsunami or Storm Wave District) dated February 19, 1981, recorded in Liber 15478 at Page 78, made by and between Kirchmeyer Development Corporation, "Declarant" and the County of Maui "County".

4. Declaration of Covenants, Conditions and Restrictions (Flood Zone) dated February 19, 1981, recorded in Liber 15478, Page 85, made by and between Kirchmeyer Development Corporation, "Declarant", and the County of Maui "County".

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated December 23, 1980 identifies Title Guaranty Escrow Services, Inc., a Hawaii corporation, as Escrow. On examination, the specimen Deposit, Receipt and Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A Hawaii Revised Statutes and particularly Sections 514A-37, 39, 40 and 63 through 66.

The Escrow Agreement provides, among others, that a purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to such purchaser, without interest, less 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 among other provisions:

1. Purchaser agrees that all rights of Purchaser are and shall be subject and subordinate to the lien of any mortgage, security agreement and financing statement securing the repayment of the interim loan made to finance the cost of construction and other costs during construction;
2. The Sales Contract shall be binding upon execution of contract between Seller and Purchaser and within two (2) days after Seller receives and executed receipt for the Final Public Report from Purchaser.

3. Purchaser agrees that in the event of increased labor and/or material costs causes the project costs to be increased, Seller may increase the purchase price an amount not to exceed the sum of ten percent (10%) of the purchase price. In the event Seller determines that increases in development and construction costs require increases in unit sales prices over and above 10% of the sales price to maintain financial feasibility of the project, then and in any such event Seller may at its option terminate the Sales Contract and cause Escrow to refund to Purchaser all monies paid, without interest, and Seller shall be released from all liability, provided, however, that Seller shall offer to Purchaser the first right to execute a new agreement in a form similar at the increased unit price. Said termination and offer by Seller to Purchaser shall be in writing, and Purchaser shall have fifteen (15) days to notify Seller in writing of his acceptance of such offer. If no response from Buyer is received within said fifteen (15) day period, Seller shall offer said unit to another Purchaser at said increased sales price.

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

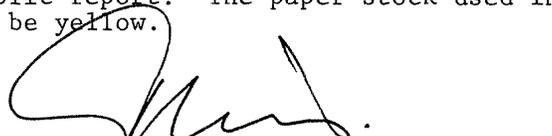
MANAGEMENT AND OPERATION: The proposed Declaration provides that the operation of the project shall be conducted for the Association by a responsible managing agent who shall be appointed by the Association in accordance with the By-Laws. The developer proposes to appoint Turner Management Corporation, 1993 S. Kihei Road, Kihei, Maui, Hawaii, as its initial managing agent.

STATUS OF PROJECT: The Developer reports that no construction contract has been entered into.

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 March 10, 1981 and information subsequently filed as of May 7, 1981.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of the REGISTRATION NO. 1399 filed with the Commission on March 10, 1981.

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 Department, County of Maui
Federal Housing Administration
Escrow Agent

Registration No. 1399

Date: May 14, 1981