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

KULA MANA
41-865 KAKAINA STREET
WAIMANALO, OAHU, HAWAII

REGISTRATION NO. 1411 (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: September 17, 1981
Expires: October 17, 1982

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 APRIL 8, 1981 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF SEPTEMBER 11, 1981. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. KULA MANA is a fee simple condominium project consisting of two (2) separate residential apartments contained in an existing one (1) story building and an existing two (2) story building.

   There will be a total of four (4) parking spaces which are assigned two to each apartment.

2. The Developer of the Project has submitted to the Commission for examination all documents deemed necessary for the registration of this 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 a copy of the approved Floor Plans) have been recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14959, Pages 71 through 115. Condominium Map designated No. 748.

4. No advertising or promotional matter has been submitted 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 Chapter 514A, Hawaii Revised Statutes, as amended, and the rules and regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.

6. The Developer shall be responsible for placing this Final Public Report (white paper stock) together with Disclosure Abstract in the hands of all purchasers and prospective purchasers, and for securing a signed receipt therefor from each purchaser and prospective purchaser.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, September 17, 1981, unless a Supplementary Public Report is published, or the Commission, upon review of the registration, issues an order extending the effective date of this report.

NAME OF PROJECT: KULA MANA

LOCATION: The approximate 8.910 acres of the Project is located in Waimanalo, City and County of Honolulu, State of Hawaii.

TAX KEY: First Division, 4-1-25-4.

ZONING: AG-1, under the ordinances of the City and County of Honolulu.

DEVELOPER: Kula Mana Partners, a Hawaii general partnership, whose principal place of business is Suite 305, 30 Aulike Street, Kailua, Hawaii 96734 (Telephone No. 262-8179). The partners of the partnership are as follows:

James L. Watson
Charles E. Glenn
Ruth A. Glenn

[redacted]

ATTORNEY REPRESENTING DEVELOPER: THOMAS A. BODDEN, 1993-200 S. Kihei Road, P.O. Box 719, Kihei, Maui, Hawaii 96753. (Telephone No. 879-7755).

DESCRIPTION: The Declaration of Horizontal Property Regime and the plans submitted by the Developer reflect that the Project consists of two (2) residential apartments in two separate buildings designated as Apartments A-1 and B-1.

Apartment A-1, a two-story unit consists of a living room-dining room area, kitchen, three bedrooms, two bathrooms, deck and garage, and contains a floor area of approximately 2,020 square feet.

Apartment B-1, a one-story unit consists of a living room, kitchen-dining room area, three bedrooms, one bathroom, deck, garage and storage room, and contains a floor area of approximately 1,912 square feet.

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 interior and exterior walls and partitions, all foundations, supports, floors, ceilings and roofs, halls, stairways, doors and door frames, windows and window frames, entrances and exits, the appurtenant decks, the deck air space, the appurtenant garage, if any, all service lines or utility installations for the sole use of said apartment, and all fixtures originally installed therein. Each building is constructed principally of wood.

Each apartment's undivided percentage interest in the common elements are as follows:

Apt. No.	Percentage of common interest
A-1	25.0
B-1	75.0

COMMON ELEMENTS: The Declaration reflects that the common elements shall include all remaining portions of the Project other than the apartments, including specifically but not limited to:

(a) The land in fee simple;

(b) All yards, grounds and landscaping;

(c) All roads, driveways, easements, accessways and parking areas;

(d) 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;

(e) 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:

(a) All yards, grounds, landscaping, driveways, parking areas, walkways, steps and other installations and structures included within the boundary designated "Yard A1" on the Condominium File Plan shall be appurtenant to and for the exclusive use of Apartment A1, excepting therefrom a "Driveway Area" twelve feet wide and running along the entire westerly border of Yard A1, as depicted on said File Plan, which Driveway Area shall remain a common element for the use of all apartment owners for purposes of ingress from and egress to Kakaina Street and for the installation of utilities and service lines for the use of each apartment;

(b) All yards, grounds, landscaping, roads, driveways, parking areas, walkways, steps and other installations and structures included within the boundary designated "Yard B1", "Yard B2" and "Yard B3" on the Condominium File Plan shall be appurtenant to and for the exclusive use of Apartment B1, excepting therefrom a portion of the said Driveway Area being twelve feet by twelve feet and located in the southwest corner of Yard B3 as depicted on the file Plan, said portion being a common element as described in subparagraph (a), above;

The owner of each said apartment shall be individually responsible for the proper repair and maintenance of such limited common elements appurtenant to his respective apartment and shall at all times keep the same in good order and condition, and maintain and keep the land of such area and all land adjacent thereto 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. The owner of each apartment shall make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of his individual apartment or the limited common elements appurtenant thereto.

In addition, each apartment owner shall be individually responsible for the proper repair and maintenance of the exterior of his apartment, and may, with the approval of the Board of Directors, make such improvements or alterations in the external appearance as may reasonably be proper and permitted by law.

INTEREST TO BE CONVEYED TO PURCHASER: Each purchaser of an apartment shall receive a Condominium Deed which shall convey to such purchaser fee simple ownership of the apartment purchased by such purchaser together with an undivided interest in the Land included within the Project. The land interest of each purchaser shall be equal to the percentage interest in the common elements appurtenant to such purchaser's apartment.

The Declaration provides that each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the Project as set forth hereinabove under DESCRIPTION and the same proportionate share in all common profits and expenses of the Project including voting.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The Declaration provides that the apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, licensees, families, domestic servants and social guests, and/or for nursery, farming and other agricultural purposes to the extent permitted by law, and for no other purpose. The respective apartment owners shall have the absolute right to rent or lease their apartments, subject to all provisions of the Declaration and By-Laws.

Any alterations or additions within the limits of an apartment or within a structure appurtenant to an apartment, or the construction of any additional improvements within the limited common elements appurtenant to and for the exclusive use of said apartment, shall to the extent permitted by law require only the written approval thereof, including the apartment owner's plans therefor, by the holder of any lien directly affecting such apartment if the lienholders require such approval, and any such alterations or additions if interior and non-structural, may, to the extent permitted by law, be undertaken without an amendment to the Declaration or filing of a complete set of floor plans of the Project as so altered.

OWNERSHIP OF TITLE: Preliminary Reports issued on February 25, 1981, by Long & Melone, Ltd. certifies that title to the property is held as follows:

Apt. A1 by Charles E. Glenn and Ruth A. Glenn, husband and wife, as Tenants by the Entirety, by Condominium Deed dated August 27, 1980, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14959, Page 116; and

Apt. B1 by James Liebe Watson, unmarried, by Condominium Deed dated August 27, 1980, recorded in said Bureau in Liber 14959, Page 123.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report dated February 25, 1981, and updated July 30, 1981, states that title to the property is subject to the following encumbrances:

1. Any taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the First Division, City and County of Honolulu, Hawaii.

2. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, limitations on title, and all other provisions contained in or incorporated by reference in the Declaration of Horizontal Property Regime and By-Laws attached thereto dated July 31, 1980, recorded in the Bureau of Conveyances in Book 14959, Page 71, Condominium Map No. 748; any instrument creating the estate or interest herein set forth; and in any other allied instrument referred to in any of the instruments aforesaid.

3. MORTGAGE

   Mortgagor(s) : Kula Mana Partners, a Hawaii partnership
   Mortgagee(s) : Waimanalo Acres, a Hawaii limited partnership
   Dated : October 6, 1977
   Recorded in the Bureau of Conveyances in Book 12557, Page 111.

4. MORTGAGE

   Mortgagor(s) : Kula Mana Partners, a Hawaii partnership
   Mortgagee(s) : Hawaii Thrift & Loan, Incorporated
   Dated : December 14, 1977
   Recorded in the Bureau of Conveyances in Book 12614, Page 400.

5. MORTGAGE

   Mortgagor(s) : Kula Mana Partners, a Hawaii partnership
   Mortgagee(s) : Hawaii Thrift & Loan, Incorporated
   Dated : June 12, 1979
   Recorded in the Bureau of Conveyances in Book 13812, Page 309.

SAID LAND IS SUBJECT TO THE FOLLOWING:

6. Reservations contained in Land Patent Grant No. 13,241 to-wit:

   Reserving to the State of Hawaii in perpetuity the right to enter and cross said lot for access to the excluded area to do construction, maintenance and repair work thereon.

Reserving also to the State of Hawaii in perpetuity, an easement for ditch purposes, over, under and across the above described Lot 49, together with rights of ingress and egress to and from said easement area for the purpose of construction, repair, maintenance and operation of said ditch.

Reserving also to the State of Hawaii in perpetuity, the waters and all riparian and other rights in and to the stream which passes over and across the above Lot 49.

7. GRANT OF EASEMENT

In Favor Of	:	Hawaiian Electric Company, Inc. and Hawaiian Telephone Company
Dated:	:	March 14, 1958
Recorded in the Bureau of Conveyances in Book 3427, Page 493.		
Purpose	:	Build &c pole and wire lines and/or underground power lines, etc. for the transmission of electricty.
Location	:	Over, across, through and under said Lot 49

NOTE: The Developer reports that the mortgages hereinabove encumbering the two apartments will be removed prior to conveyance of the apartments to purchasers.

PURCHASE MONEY HANDLING: This is a Final Public Report. No other public reports have been previously issued by the Commission. Purchasers shall not be entitled to receive a refund of any moneys paid to Seller after purchasers have had a full opportunity to read this report and acknowledged receipt of the report. Seller intends to enlist the services of an escrow agent upon the acceptance by Seller of an offer to purchase a unit.

NOTE: The Developer's attorney has advised the Commission that units in the project will not be sold at this time. Consequently, no Escrow Agreement has been executed and submitted as part of this registration.

A specimen sales contract has been submitted to the Commission as part of the registration. The provisions of the Sales Contract should also be carefully read and understood. It provides among other things, that:

1. Notwithstanding any other provision of this Agreement to the contrary, it is expressly understood and agreed that unless and until Seller: (i) obtains the issuance by the Real Estate Commission of the State of Hawaii of the Final Public Report on the Project; and (ii) has received from Buyer a fully executed receipt for the Final Public Report; and until Seller has obtained valid and enforceable (as determined by Seller in its sole discretion) sales contracts for at least seventy-five percent (75%) of the apartments in the Project, then the Sale Agreement shall represent only a reservation by the Buyer and shall not be binding upon Seller, and until such time, said Sales Agreement may be terminated at any time and without cause by Seller in its sole discretion. In the event of such termination, Seller shall cause Escrow to refund to Buyer all payments previously made by Buyer, and neither party shall have any

other or further liability. If the Sales Agreement is entered into after issuance of the Final Public Report, it shall be fully binding upon Buyer and Seller upon Buyer's signing a receipt for the Final Public Report.

2. Buyer agrees to subordinate his interest to the lien(s) of any interim mortgage(s) securing loans obtained from any lender for the development of the Project and to any and all advances, whether contractual or voluntarily made pursuant to said mortgage, and to any and all sums which may become a lien pursuant to the terms of said mortgage or any other agreement relating to said mortgage.

3. Buyer understands and agrees that Buyer may not and will not assign or transfer this Sales Contract or any of Buyer's rights hereunder, and that any assignment or transfer of this Sales Contract by Buyer shall be null and void and shall constitute a default of the Sales Contract by Buyer.

4. Seller and its agents and representatives make no representation or statement as to the rental or investment potential of the Property or income to be derived therefrom or any other economic benefit, including applicability of Federal or State tax laws, that may be derived from ownership or rental of the Property; and Buyer understands that (subject to limitations imposed by the Declaration and By-Laws) Buyer is free to use the Property as Buyer chooses, and that Buyer may rent it, either directly or through any agent Buyer may select.

On examination, the specimen sales contract is found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended, particularly Sections 514A-37, 514A-39, 514A-40, 514A-63 through 514A-66.

MANAGEMENT AND OPERATION: The By-Laws annexed to the Declaration state that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Project and shall at all times employ a responsible managing agent to manage and control the property, subject at all times to discretion by the Board. The Project has no Managing Agent at this time.

STATUS OF PROJECT: The Developer has advised the Commission that the dwellings were completed in August 1980 and August 1981.

The Buyer should review the Disclosure Abstract and Sales Contract which state that:

1. The Buildings were built in compliance with zoning and building codes in effect at the time of their construction.

2. In the event of the destruction of any Building, reconstruction could not be made without a variance, and would have to comply with existing building and zoning codes.

3. All improvements on the Project are sold in "as is and where is" condition.

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The purchaser or prospective purchaser should be cognizant of the fact that this public Report represents information disclosed by the Developer in the required Notice of Intention submitted April 8, 1981 and information subsequently filed on September 11, 1981.

THIS FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1411 filed with the Commission on April 8, 1981.

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

for G. A. "RED" MORRIS, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

Registration No. 1411

Date: September 17, 1981