

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

STATE OF HAWAII

1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

## PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

MITCHELL MANOR  
1733 Huli Street  
Honolulu, Hawaii

Registration No. 1524

### 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: March 4, 1983  
Expires: April 4, 1984

#### 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 TO ESTABLISH A HORIZONTAL PROPERTY REGIME SUBMITTED ON DECEMBER 10, 1982 AND INFORMATION SUBSEQUENTLY FILED AS OF FEBRUARY 15, 1983. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF THE INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. MITCHELL MANOR is a proposed leasehold condominium project consisting of two (2) apartments comprising a two-story duplex structure. A double carport is appurtenant to and for the exclusive use of each apartment.
2. The Developer has submitted to the Commission all documents deemed necessary for registration of the 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 the approved Floor Plans) have not been recorded in the Bureau of Conveyances of the State of Hawaii.
4. No advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission. However, the Developer advises the Commission that all advertising and promotional material will be submitted to the Commission prior to public exposure thereof.
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 is made a part of the registration on MITCHELL MANOR condominium project. The Developer will be responsible for placing this Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.
7. The Final Public Report will automatically expire thirteen (13) months after the date of issuance, March 4, 1983, unless a Final or Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this Report.

NAME OF PROJECT: MITCHELL MANOR

LOCATION: Parcel of land containing 5,216 square feet located at 1733 Huli Street, Honolulu, Hawaii.

TAX KEY: 1-7-20-21

ZONING: A2 (low density apartment)

DEVELOPER: GEORGE MIYASAKA, husband of HILDA YOSHIKO MIYASAKA, whose residence address is [REDACTED]

ATTORNEY REPRESENTING DEVELOPER: YOSHIO SHIGEZAWA, Suite 801 Central Pacific Plaza, 220 South King Street, Honolulu, Hawaii 96813; Telephone Number 521-0051.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the project will consist of two (2) separate leasehold estates, each of which will include an apartment and its appurtenant common interest. Apartments consist of the spaces enclosed by the exterior surfaces of the walls, roofs and the bottom surfaces of the floors, slabs, footing, foundations, and

posts, beams and other supporting structures of each of the two (2) dwellings. Both apartments will be constructed principally of cedar wood. The respective apartments shall not be deemed to include the area below the floor and the areas wherein any pipes, shafts, wires, conduits or other utility or service lines run through or under such apartment which are utilized for or serve more than one apartment, the same being deemed common elements.

Said apartments, designated on the proposed Condominium File Plan as Units I and II are further described as follows:

1. UNIT I shall consist of three bedrooms, one and a half baths, a living room, a kitchen dining area and a double carport. The total net floor area of the apartment is 1080 square feet or thereabouts. There will also be a double carport of 484 square feet and a lanai of 484 square feet.
2. UNIT II shall consist of three bedrooms, one and a half baths, a living room, a kitchen dining area and a double carport. The total net floor area of the apartment is 1080 square feet or thereabouts. There will also be a double carport of 484 square feet and a lanai of 484 square feet.

The interior partitions of both apartments shall be substantially constructed of cedar wood.

Access to the apartments will be by driveway easement abutting the apartments.

COMMON ELEMENTS: All remaining portions of the project, called the "common elements", and comprising a single freehold estate, includes but is not limited to:

1. The land;
2. The apartment sites and driveway and parking areas shown on said proposed Condominium File Plan;
3. All central and appurtenant installations, other utility lines running within said land for services such as power, light, gas and water distribution;
4. Any and all other apparatus and installations existing for common use; and
5. 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, designated as "limited common elements", are set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and reserved include, but are not limited to the following:

1. The site of each apartment consisting of the land beneath and immediately adjacent to such apartment as designated on the proposed Condominium File Plan, shall be appurtenant to and be for the exclusive use of such apartment.
2. The carports to be constructed adjacent to each apartment site shall be appurtenant to and be for the exclusive use of such apartment.

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

Unit I	50%
Unit II	50%

EASEMENTS: In addition to any easements herein designated in the limited common elements, the apartments and common elements shall have and be subject to the following easements:

1. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and in support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as herein provided.
2. If any part of the common elements encroaches upon any apartment or limited common elements, a valid easement for such encroachment and maintenance thereof, so long as it continues, shall and does exist. In the event any building of the project shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.
3. The owners of each apartment unit shall have an easement over the driveway abutting the apartment units of this development for ingress and egress purposes. Said driveway is designated as a 18' X 74' concrete slab in the Plot Plan on page one of the proposed Condominium File Plan.

Each apartment owner shall be liable to pay for one-half of the reasonable cost to repair any damages resulting from or arising out of the normal wear and use of said driveway, including damages caused by erosion or weather and without the negligence or fault of the owners of the driveway or apartment owners; and PROVIDED, HOWEVER, that any decision to repair such damages must be deemed by the owners of said driveway to be reasonably necessary and the scope of repair work or the method by which any of such repair work is to be performed shall be reasonable in light of the circumstances as they may then be existing.

USE: The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purposes. The apartments shall not be rented for transient or hotel purposes, which is defined as (a) rental for any period 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. Except for such transient or hotel purposes, the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration. The house rules provide that there shall be no more than six (6) occupants per apartment and that certain restrictions apply to pets, e.g., no more than one dog and cat.

OWNERSHIP OF TITLE: The Title Report dated November 29, 1982, issued by TITLE GUARANTY OF HAWAII, INC., reflects that ownership of fee title is vested in YOSHIO SHIGEZAWA, husband of LILY S. SHIGEZAWA, as Trustee for George Miyasaka and Hilda Yoshiko Miyasaka, as Tenants by the Entirety.

ENCUMBRANCES AGAINST TITLE: Said Title Report states that the only encumbrance against title is any real property tax that may be due and owing. For further information, check with the Tax Assessor for the District.

PURCHASE MONEY HANDLING: BANK OF HAWAII, a Hawaii corporation, has been designated as Escrow Agent for the project pursuant to an Escrow Agreement dated December 3, 1982, a copy of which has been submitted to the Commission. The commission finds that said Agreement is in consonance with Chapter 514A, Hawaii Revised Statutes, as amended, and provides, among other things, that a purchaser shall be entitled to a refund of his funds if:

1. Escrow receives a written request from Developer to return to Purchaser the funds of such Purchaser then held thereunder by Escrow; or
2. If a Purchaser's funds were obtained prior to the issuance of a Final Public Report and if there are any changes in the building plans, subsequent to the extension of Purchaser's contract, requiring approval of a county officer having jurisdiction over the issuance of permits for construction, unless the Purchaser has given written approval or acceptance of the change or ninety (90) days have elapsed since the Purchaser has accepted, in writing, the apartment or he has first occupied the apartment; or
3. If the Purchaser's funds were obtained prior to the issuance of a Final Public Report and the Final Public Report differs in any material respect from the Preliminary Public Report, unless the Purchaser has given written approval or acceptance of the difference; or
4. If the Final Public Report is not issued within one (1) year from the date of issuance of the Preliminary Public Report and Purchaser's rights are not waived under Section 514A-66, Hawaii Revised Statutes.

Upon refund of said funds to Purchaser as aforesaid, Escrow shall return to Developer such Purchaser's Sales Contract and any Condominium Conveyance Document theretofore delivered to Escrow, and thereupon Escrow shall have no further obligations hereunder with respect to said Purchaser.

Among other provisions, the Sales Contract filed with the Commission provides that the Contract shall not be binding upon the Developer, as seller, or the purchaser until (a) a true copy of the Commission's Final Public Report for the project with all supplemental reports attached thereto (if any have been issued) has been given to the apartment purchaser, (b) the apartment purchaser has executed a receipt for or otherwise acknowledged receipt of such report(s); and (c) 48 hours has elapsed since purchaser has executed such receipt.

The Commission advises prospective purchasers to carefully read the Escrow Agreement, which provides how Funds will be safeguarded and disbursed, and the Sales Contract, which establishes other conditions relative to the sale.

MANAGEMENT AND OPERATION: The By-Laws of the Association of Apartment Owners provide that the Board of Directors of MITCHELL MANOR may employ a Management Agent to manage and control the project. However, the hiring of such an agent at this time is not contemplated. The Board shall determine who shall be responsible initially for collection of the monthly maintenance fees.

FINANCING: The Developer reports that financing for the construction of Units I and II shall be provided by Bank of Hawaii.

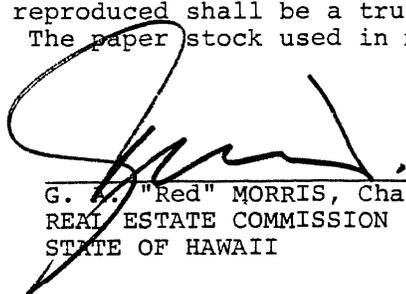
STATUS OF PROJECT: The Developer has advised the Commission that construction of improvements will commence shortly after issuance of the Final Public Report and be completed on or about twelve (12) months thereafter.

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The purchaser or prospective purchaser should be cognizant of the fact that this Preliminary Public Report represents information disclosed by the Developer in the required Notice of Intention submitted on December 15, 1982, and information subsequently filed as of February 15, 1983.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of the REGISTRATION NO. 1524 filed with the Commission on December 15, 1982.

The Preliminary Report when reproduced shall be a true copy of the Commission's Public Report. The paper stock used in making facsimilies must be yellow in color.

  
G. L. "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. 1524

March 4, 1983

DISCLOSURE ABSTRACT

1. (a) PROJECT: 1733 Huli Street  
Honolulu, HI 96816
- (b) DEVELOPER: George Miyasaka  

- (c) MANAGING AGENT: George Miyasaka  


2. ESTIMATED ANNUAL MAINTENANCE FEES AND ESTIMATED MONTHLY COSTS PER UNIT:

The estimated monthly maintenance fee for each of the units is \$22.50.

Attached hereto is an estimated annual maintenance budget for the Project, certified as having been based upon generally accepted accounting principles.

Note: THE DEVELOPER ADVISES THAT THE COSTS AND EXPENSES OF MAINTENANCE AND OPERATION OF A CONDOMINIUM PROJECT ARE DIFFICULT TO ESTIMATE INITIALLY AND EVEN IF SUCH COSTS AND EXPENSES HAVE BEEN ACCURATELY ESTIMATED, SUCH FEES WILL TEND TO INCREASE IN AN INFLATIONARY ECONOMY AND AS THE IMPROVEMENTS AGE. MAINTENANCE FEES CAN ALSO VARY DEPENDING UPON SERVICES DESIRED BY UNIT OWNERS. PURCHASERS SHOULD CHECK THE MAINTENANCE FEE SCHEDULE TO SEE WHAT SERVICES ARE INCLUDED THEREIN.

3. DEVELOPER TO ASSUME INITIAL MAINTENANCE COSTS:

Unit owners will not be obligated to pay maintenance fees and the Developer will assume all actual common expenses until such time as the Developer files an Amended Disclosure Abstract with the Real Estate Commission stating a date certain, at least thirty (30) days thereafter, after which the respective unit owners shall be responsible for their respective share of common expenses.

4. WARRANTIES:

THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT, THE PROPERTY, THE PROJECT

OR CONSUMER PRODUCTS OR OTHER THINGS INSTALLED OR CONTAINED IN THE UNIT, THE PROPERTY OR THE PROJECT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY, HABITABILITY, WORKMENLIKE CONSTRUCTION, OR FITNESS FOR A PARTICULAR USE. THE PROPERTY IS BEING SOLD IN ITS PRESENT CONDITION, "AS IS", WITHOUT ANY WARRANTIES.

5. USE OF THE UNITS:

All two apartment units are restricted to residential use. There are no commercial, hotel, or other non-residential apartment units. The Declaration prohibits any "time-sharing" or similar "time-interval ownership" use of any apartment unit. The Declaration grants the Association power to enact resolutions, rules, and regulations, from time to time, reasonably restricting and regulating the use of the apartment units and the common elements, consistent with the terms of the Declaration and the Bylaws.

Received: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser, Unit No. \_\_\_\_\_

PROPOSED OPERATING BUDGET

	<u>MONTHLY</u>	<u>ANNUALLY</u>
<u>RECEIPTS</u>		
Maintenance Fees (22.50 X 2)	\$ 45.00	\$ 540.00
TOTAL RECEIPTS	\$ 45.00	\$ 540.00
 <u>DISBURSEMENTS</u>		
Utilities		
Electricity)Each unit	\$ -0-	\$ -0-
Water )separately metered	-0-	-0-
Sewer	20.00	240.00
Administrative - None		
Maintenance & Repairs		
Grounds	5.00	60.00
Supplies		
Grounds	5.00	60.00
Insurance		
Fire & Liability	10.00	120.00
Miscellaneous Expenses	25.00	300.00
Reserves	<u>5.00</u>	<u>60.00</u>
TOTAL DISBURSEMENTS	\$ 45.00	\$ 540.00
Estimated maintenance fee per unit	\$ 22.50	\$ 270.00

The undersigned certified that this proposed operating budget was prepared in accordance with generally accepted accounting principles, HRS 514A.

  
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Agent for Developer

January 15, 1983