

**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

**FINAL**

**HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)**

**PUBLIC REPORT**

ON

45-248 PAHIKAUA PLACE

45-248 Pahikaua Place  
Kaneohe, Hawaii 96744

REGISTRATION NO. 1706

**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: October 23, 1985  
Expires: November 23, 1986

SPECIAL ATTENTION

A comprehensive reading of this report by the prospective buyer 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 26, 1985 AND THE ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF OCTOBER 2, 1985. THE DEVELOPER, IN 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. 45-248 PAHIKAUA PLACE is a fee simple condominium project consisting of 2 apartment units in 2 separate buildings. Each apartment unit shall have an attached two car carport. Buyers will receive an apartment deed granting a fee simple interest directly from the Developer.
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 consisting of the Declaration of Horizontal Property Regime and Bylaws, both executed on September 16, 1985, were recorded in the Bureau of Conveyances of the State of Hawaii on September 20, 1985, in Liber 18949, Page 20. A copy of the floor plans were filed as Condominium Map No. 971 in said Bureau of Conveyances.
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 of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Final Public Report is made a part of the registration of the 45-248 PAHIKAUA PLACE condominium project. The Developer has the responsibility of placing a true copy of this Final Public Report (white paper stock) and the Disclosure Abstract in the hands of all purchasers and prospective purchasers and obtaining a signed receipt therefor.
7. This Final Public Report automatically expires thirteen (13) months after date of issuance, October 23, 1985, unless a 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: 45-248 PAHIKAUA PLACE

LOCATION: The site, comprising approximately 15,977 square feet, is located at Kaneohe, District of Koolaupoko, City and County of Honolulu, State of Hawaii. The address of the project is 45-248 Pahikaua Place, Kaneohe, Hawaii 96744. Access to the site is from a driveway connected to Pahikaua Place.

TAX MAP KEY: 4-5-70-16 (Oahu)

ZONING: City and County of Honolulu, R-4

DEVELOPER: The Developers are two individuals, Stanley Tsutomu Koki, whose address is [REDACTED] and David Kaoru Arita, whose address is [REDACTED]

ATTORNEY REPRESENTING OWNER: Case, Kay & Lynch (Attention: Gary L. Wixom, Esq.), Grosvenor Center, Mauka Tower, 25th Floor and 26th Floor, 737 Bishop Street, P.O. Box 494, Honolulu, Hawaii 96809-0494, Telephone: (808) 547-5400.

DESCRIPTION OF PROJECT. The Declaration of Horizontal Property Regime and the plans submitted by the Developers reflect that the Project is to consist of two (2) residential apartments, consisting of two (2) separate buildings numbered 1 through 2, which are constructed principally of wood, gypsum board, glass and related building materials. The apartment contained in the south building is designated as apartment A. The apartment contained in the north building is designated as apartment B.

Each apartment contains three (3) bedrooms, closets, one and one-half (1 1/2) bathrooms, a kitchen, a living/ dining room and a front and back porch. The total net living area of each apartment as measured from the interior surface of the apartment perimeter walls is approximately 1051.50 square feet. Each apartment also contains an attached two car carport with a net floor area of approximately 447 square feet as measured from the interior surface of the perimeter walls. The total floor area of each apartment, inclusive of garage, is approximately 1498.5 square feet. Each apartment is furnished with a range and range hood, garbage disposal and water heater. Each apartment has immediate access to the common elements. NOTE: In accordance with Hawaii practice, the approximate net floor areas as set forth above include all of the walls and partitions, vents, shafts, ducts, and like within perimeter walls, and the entirety of perimeter non-party walls, whether load-bearing or non-load-bearing. The floor areas stated herein are not exact but are approximations based upon the floor plans of each apartment.

The respective apartment shall not be deemed to include any pipes, wires, conduits or other utility or service lines running through such apartment and serving another 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, door and door frames, windows and window frames, entrances and exits, porches, the appurtenant carport, all pipes, wires, conduits or other service lines or utility installations for the sole use of said apartment, and all fixtures and appliances originally installed therein.

COMMON ELEMENTS: The remaining portions of the project are designated as "common elements," including specifically but not limited to:

1. The land in fee simple;
2. All yards, grounds and landscaping;

3. All roads, driveways, easements, accessways and parking areas;
4. 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;
5. 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, called the "limited common elements", are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as follows:

1. Mail Boxes. Each apartment shall have appurtenant to it the exclusive right to use a mail box.
2. Private Yards. The yard area adjacent to each apartment, as divided by a line beginning at the westernmost point of the Property and proceeding along the center line between the two buildings and ending at the edge of the paved driveway as shown on the Condominium Map, shall be appurtenant to and for the exclusive use of each apartment.
3. All other common elements of the project which are rationally related to less than all of the apartments shall be limited to the use of such apartments or buildings.

The owner of each 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, 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, roadways, 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 an Apartment 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 Declaration provides that each apartment shall have appurtenant thereto an undivided fifty percent (50%) interest in all the common elements of the Project 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 for no other purpose. The use of an apartment as the location of a business is expressly prohibited. The respective apartment owners shall have the absolute right to rent or lease their apartments, subject to all provisions of the Declaration, Bylaws, and Project Rules.

The apartment owner shall not, without the prior written consent of the Board of Directors of the Pahikaua Owners' Association, make any structural alterations in or additions to the Apartment visible from the exterior of the Apartment, or make any alterations in or additions to the exterior of the common elements unless otherwise provided in the Bylaws.

OWNERSHIP OF TITLE: A Status Title Report issued on September 13, 1985 by Title Guaranty of Hawaii, Inc., a Hawaii corporation, certifies that title to the property is held by STANLEY TSUTOMU KOKI, husband of Donna Mikki Koki, as to an undivided 1/2 interest, and DAVID KAORU ARITA, husband of Christine Dale Arita, as to an undivided 1/2 interest, as Tenants in Common.

ENCUMBRANCES AGAINST TITLE: Said Status Title Report and other documents furnished to the Commission state that the 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. Reservation in favor of the State of Hawaii of all minerals and metallic mines.
3. Easement "V" (10 feet wide) for sanitary sewer purposes, as shown on File Plan No. 698.
4. Grant in favor of the City and County of Honolulu dated November 30, 1960, recorded in Liber 4093, Page 147, granting an easement over said Easement "V".
5. Mortgage, Security Agreement and Financing Statement dated July 8, 1985, recorded in Liber 18768, Page 35, by and between STANLEY TSUTOMU KOKI and DAVID KAORU ARITA, as Mortgagor, and FIRST INTERSTATE BANK OF HAWAII, a Hawaii banking corporation, as Mortgagee.

In addition, the property is subject to the Declaration, Bylaws and Condominium Map mentioned in paragraph No. 3 on page 2 of this Public Report.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated September 25, 1985, identifies GUARDIAN ESCROW SERVICES, INC., a Hawaii corporation, as Escrow Agent. On

examination the Sales Contract specimen (consisting of a Deposit Receipt Offer and Acceptance and addendum thereto) and the executed Escrow Agreement are found to be in compliance with Hawaii Revised Statutes, Section 514A-62 through Section 514A-65. A prospective purchaser should carefully examine the form of Sales Contract and the Escrow Agreement to determine the time for and the amount of the installment payments on the purchase price and his obligations to pay the closing costs. It is incumbent upon the purchaser to read and understand the Escrow Agreement before signing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's down payments and the Sales Contract provides that the purchaser approves the Escrow Agreement. Among other provisions the executed Escrow Agreement states that no money received by Escrow Agent shall be disbursed until the Seller has a valid and binding contract for the sale of the unit for which money was received and the requirements of Section 514A-62 have been met.

The specimen Sales Contract also states:

A. EXCEPT AS SPECIFIED IN SUBPART B, BELOW, DEVELOPERS MAKE NO WARRANTIES OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE APARTMENT, THE PROPERTY OR THE PROJECT (INCLUDING THE COMMON ELEMENTS OF THE PROJECT), OR ABOUT ANY FURNISHINGS, FIXTURES, APPLIANCES OR OTHER CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED, ATTACHED, AFFIXED OR OTHERWISE CONTAINED IN THE APARTMENT, THE PROPERTY OR THE PROJECT (INCLUDING THE COMMON ELEMENTS OF THE PROJECT), INCLUDING ANY WARRANTIES OR PROMISES OF "MERCHANTABILITY", "HABITABILITY", "WORKMANLIKE CONSTRUCTION" OR "FITNESS FOR A PARTICULAR USE OR PURPOSE". THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, DEVELOPER MAKES NO WARRANTIES OR PROMISES THAT THE PROJECT OR ANY IMPROVEMENTS IN THE APARTMENT, THE PROPERTY OR THE PROJECT (INCLUDING THE COMMON ELEMENTS OF THE PROJECT) WILL BE FREE FROM CRACKS IN, OR OTHER DAMAGE TO, THE CONCRETE OR OTHER BUILDING MATERIALS. IN OTHER WORDS, DEVELOPER MAKES NO WARRANTIES OR PROMISES AT ALL. THE APARTMENT WILL BE CONVEYED TO BUYER "AS IS" AND "WHERE IS".

B. WITHOUT IN ANY OTHER WAY LIMITING THE PROVISIONS OF SUBPART A, ABOVE, DEVELOPERS WARRANT THAT AT THE TIME OF CLOSING, AND AT SUCH TIME ONLY, THE RANGE, RANGE HOOD, GARBAGE DISPOSAL AND WATER HEATER INSTALLED IN THE APARTMENT WILL BE IN WORKING ORDER.

The specimen Sales Contract also contains, among other things, acknowledgments by each buyer: (i) that the Developer will not sponsor, arrange or promote any program for the rental or temporary use and occupancy of apartments in the Project other than apartments owned by the Developer upon completion of the Project, if any; (ii) that the buyer must make any such arrangements for his apartment, if desired, without the involvement or participation of the Developer; (iii) that the Developer has not authorized agents, salesmen or brokers to make any representations as to rental or other income from any apartment or any other economic benefit, including possible advantages from the ownership of an apartment under federal or state tax laws, to be derived from the purchase of an apartment in the Project; (iv) that the buyer acknowledges that no such

representations or warranties have been made and that the Developer expressly disclaims and repudiates any representation from any source as to any possible economic benefit arising from ownership of an apartment in the Project; and (v) that until the Developer closes the sales of all the apartments in the Project, the buyer shall not enter into any agreement with any purchaser, lessee or owner of another apartment in the Project or any third party under which the buyer agrees to share rental income from apartments in the Project.

It is incumbent upon the purchaser and prospective purchaser to read with care and to understand the Escrow Agreement and Sales Agreement as both agreements provide for the benefits and obligations therein outlined.

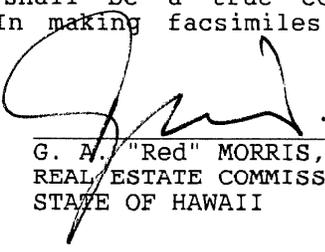
MANAGEMENT OF THE PROJECT: The Declaration of Horizontal Property Regime provides that the operation of the property shall be conducted by a responsible entity as managing agent. The initial managing agent shall be Hawaiiana Management Company, Ltd., 1100 Ward Avenue, Suite 110, Honolulu, Hawaii 96814 (Tel. 528-3800).

STATUS OF PROJECT: Construction of the project was completed in September, 1985. An Affidavit of Publication for the Owner's Notice of Completion of Contract was filed by Hawaii Hochi, Ltd. on September 13, 1985.

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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 September 26, 1985 and information subsequently submitted as of October 2, 1985.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1706 filed with the Commission on September 26, 1985.

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

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

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DEPARTMENT OF TAXATION  
BUREAU OF CONVEYANCES  
PLANNING DEPARTMENT, COUNTY OF MAUI  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

REGISTRATION NO. 1706

October 23, 1985

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