

**REAL ESTATE COMMISSION**  
PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII  
TOTO RICHARDUS SHREEI  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

**PRELIMINARY  
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)  
PUBLIC REPORT**

on  
THE HOLIDAY PARKWAY  
910-920 Kapahulu Avenue  
Honolulu, Hawaii

REGISTRATION NO. 296

**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: October 3, 1969  
Expires: November 3, 1970

SPECIAL ATTENTION

A comprehensive reading 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 AUGUST 18, 1969 AND INFORMATION SUBSEQUENTLY FILED AS LATE AS OCTOBER 2, 1969. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT (CHAPTER 514, HAWAII REVISED STATUTES).

1. The HOLIDAY PARKWAY is a proposed leasehold condominium project consisting of an eight (8) story reinforced concrete building with seventy-one (71) residential apartment units, all of which will be sold by the Developer upon and subject to the terms and provisions of Apartment Leases to be issued by Edwin Yee, Ltd., lessee under the Master Lease executed July 1, 1968, with James K. Kasahara, Trustee under the Will and of the Estate of Sadahei Harada, Deceased, owner. There will be one (1) manager's unit, which is designated as a common element, and seventy-two (72) parking stalls.
2. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of the Preliminary Public Report.

3. Basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners, and a copy of Approved Floor Plans) have not been filed in the Office of the Recording Officer.
4. The Developer has submitted its program of financing the building of the project and a statement of the estimated costs involved in completing the project. The Developer has secured an interest from a Hawaii-based financial institution to provide both construction financing and long-term mortgage loans to individually qualified purchasers of the apartment units.
5. 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.
6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.
7. This Preliminary Public Report is made a part of the registration of The Holiday Parkway condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers.
8. If the Final Public Report is not issued within one (1) year from the date of this Preliminary Public Report, October 3, 1969, purchasers and prospective purchasers shall be entitled to a refund of all monies without further obligation.

NAME OF PROJECT: THE HOLIDAY PARKWAY

LOCATION: 910-920 Kapahulu Avenue, Honolulu, Hawaii  
The site, comprising 41,712 square feet, is located on the ewa side of Kapahulu Avenue.

TAX MAP KEY: FIRST DIVISION, 2-7-31:17

ZONING: Business: 150 feet off Kapahulu Avenue (23,222 square feet); Hotel Apartment: Balance of property (18,490 square feet).

DEVELOPER: CONDOMINIUM HAWAII, INC., a Hawaii corporation, 801 Kaheka Street, Honolulu, Hawaii. Telephone: 946-1646.

The officers of the corporation are:

Harry H. Otsuji, President  
August Akin Yee, Vice President  
Glenda K. Rother, Secretary  
Abraham K. Tokioka, Treasurer

ATTORNEY REPRESENTING DEVELOPER: Wooddell, Iukai & Wirtz (Messrs. Stanley Y. Mukai and Andy M. Ichiki), 594 Alexander Young Building, Honolulu, Hawaii 96813 - Phone: 531-6277.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the project shall consist of an eight (8) story reinforced concrete building containing fifty-six (56) two-bedroom, one-bath units; fifteen (15) three-bedroom, one-bath units; and one (1) manager's unit, for a total of seventy-two (72) apartment units, located on 41,712 square feet. The building will be rectangular in shape, capped with a flat slab roof and containing no basement, with nine (9) apartment units on each floor. Apartments 101 to 104 and 106 to 109 inclusive (A-105 is the manager's unit, a common element) will be located on the ground floor, Apartments 201 to 209 inclusive will be located on the second floor, Apartments 301 to 309 inclusive will be located on the third floor, Apartments 401 to 409 inclusive will be located on the fourth floor, Apartments 501 to 509 inclusive will be located on the fifth floor, Apartments 601 to 609 inclusive will be located on the sixth floor, Apartments 701 to 709 inclusive will be located on the seventh floor, and Apartments 801 to 809 inclusive will be located on the eighth floor of the building. Each apartment will contain the number of rooms and approximate floor area, excluding the planting area, indicated below:

1. Forty-eight (48) apartments (102, 103, 104, 106, 107, and 108 and the corresponding numbered apartments on the second to the eighth floor inclusive) will contain 5 rooms, including two bedrooms and one bathroom with a floor area of 739 square feet, and one lanai with a floor area of 82 square feet.
2. Eight (8) apartments (109, 209, 309, 409, 509, 609, 709, and 809) will contain 5 rooms, including two bedrooms and one bathroom, with a floor area of 754 square feet, and one lanai with a floor area of 82 square feet.
3. Eight (8) apartments (101, 201, 301, 401, 501, 601, 701, and 801) will contain 6 rooms, including three bedrooms and one bathroom, with a floor area of 1,047 square feet, and one lanai with a floor area of 82 square feet.
4. Seven (7) apartments (205, 305, 405, 505, 605, 705, and 805) will contain 6 rooms, including three bedrooms and one bathroom, with a floor area of 1,019 square feet, and one lanai with a floor area of 82 square feet.

There will be an additional apartment situate on the ground floor designated Apartment 105, which will be reserved for a resident manager and is designated a common element. The apartments will be numbered in the manner shown on the Condominium File Plan. Each apartment will 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 including refrigerator, gas range, and garbage disposer. Each apartment will have immediate access to the hallways, balconies and entrances of the building, the stairways and elevator. The building will be serviced by one elevator and two stairways. There will be a swimming pool, with recreation and sun deck, and parking stalls for seventy-two (72) automobiles.

COMMON ELEMENTS: The common elements will include the limited common elements hereinafter described and all other portions of the land and improvements other than the apartments and they shall specifically include but not be limited to the above-described land and improvements thereon; all foundations, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, walkways, balconies and entrances of the building; all yards, grounds, landscaping, mail boxes, and refuse facilities; all parking areas, driveways, and walkways; all ducts, electrical equipment, wiring and other central and appurtenant installations including power, light, water, sewer and telephone; the elevator, with elevator housing and appurtenant equipment; the apartment unit on the ground floor of the building designated Apartment 105, together with the parking space assigned to said apartment, reserved for use by the resident manager of the project; swimming pool and equipment; and storage rooms and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the buildings of the project.

LIMITED COMMON ELEMENTS: The proposed Declaration reflects that certain parts of the common elements herein called "limited common elements" are designated and set aside for the exclusive use of certain apartments. Such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows: (a) Not less than one parking space for each apartment to be assigned upon the original conveyance thereof; and (b) The undecorated or unfinished surfaces of the perimeter walls, interior load-bearing walls, the floors and ceilings surrounding each apartment; and 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.

INTEREST TO BE CONVEYED TO PURCHASER: Each 2-bedroom apartment unit shall have appurtenant thereto an undivided 1.30+ interest in all common elements of the project (herein called "Common Interest"), and each 3-bedroom apartment unit shall have appurtenant thereto an undivided 1.78+ common interest. The common interest, proportionate share in all common profits and expenses of the project and proportionate representation for voting purposes in the Association of Apartment Owners shall be in said percentage for each apartment.

USE: The proposed Declaration provides that the apartments shall be occupied and used only as single-family private dwellings by the respective owners thereof, their servants and guests, as a residence and for no other purpose unless otherwise specifically approved in writing by the Association. After approval by the Association as provided in the By-Laws, an entire apartment may be rented subject to the limitations, restrictions, covenants and conditions of the Declaration and By-Laws, provided the occupancy of the rented apartment is only by the lessee, his family, its servants and guests. The apartments, shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than thirty 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.

OWNERSHIP OF TITLE: The Notice of Intention states that title to the land, consisting of 41,712 square feet, committed to the regime is vested in the Estate of Sadahei Harada, Deceased. A preliminary title report as of September 26, 1969, prepared by the licensed abstractor, Security Title Corporation, verifies the above.

ENCUMBRANCES AGAINST TITLE: The preliminary title report prepared by Security Title Corporation certifies that as of September 26, 1969 there are the following encumbrances: Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 2576. Grant dated July 28, 1954, recorded on August 19, 1954 in the Bureau of Conveyances of the State of Hawaii in Liber 2856, page 496, in favor of the City and County of Honolulu, granting forever the right in the nature of an easement, etc. to construct, etc., an underground sewer pipe line or pipe lines, etc. under the parcel of land more particularly described as Parcel 85 of Date-Kapahulu Sewerage District, Section II, Improvement District No. 82, containing an area of 1,253 square feet. Mortgage dated June 8, 1967, and recorded in the Bureau of Conveyances, State of Hawaii, in Liber 5684, page 98, from James K. Kasahara and Edwin H. Honda, Co-Executors of the Estate of Sadahei Harada, Deceased, as mortgagors to International Savings and Loan Association, as mortgagee. Lease dated July 1, 1968, and recorded as aforesaid in Liber 6136, page 39, from James K. Kasahara, Trustee under the Will and of the Estate of Sadahei Harada, Deceased, as lessor, to Edwin Yee, Ltd., as lessee, for a term of 62 years from July 1, 1968, to and including June 30, 2030, as amended by instrument dated April 11, 1969, recorded on May 7, 1969 in said Bureau of Conveyances in Liber 6511, page 376. Taxes for the fiscal year 1968-1969 are delinquent as of September 30, 1969 in the amount of \$1,556.15.

The Commission has been advised that a sublease has been negotiated between Edwin Yee, Ltd., and the Developer, but the sublease document has not yet been executed by the parties. The sublease is for a term commencing July 1, 1968, and ending on June 29, 2030. Under the terms of the sublease, subsequent to the establishment of the horizontal property regime and filing of the "as-built certification" required by Section 514-13 of the Hawaii Revised Statutes and upon surrender of the sublease by the Developer, Edwin Yee, Ltd., shall issue to the Developer and/or its approved assignees, through the Escrow Agent, separate subleases covering each of the apartment units and all the common elements of the condominium project. The fixed rental for the period from the date the apartment is designated ready for occupancy up to and including June 30, 1985, is \$25.00 per month per apartment and for the period from July 1, 1985, up to and including June 30, 2000, is \$30.00 per month per apartment. For the period from July 1, 2000, to June 29, 2030, the fair monthly rent shall be set by mutual agreement.

PURCHASE MONEY HANDLING: An executed Escrow Agreement, dated September 12, 1969, as amended by instrument, dated September 29, 1969, identifies Pacific Savings & Loan Association as the Escrow Agent. Upon examination of the Escrow Agreement, as amended, it is found to be in consonance with Chapter 514, Hawaii Revised Statutes, and particularly Section 514-35 through Section 514-40.

Among other provisions, the Escrow Agreement provides that Escrow Agent shall refund to Purchaser all of Purchaser's funds, without interest and less Escrow Agent's \$25.00 cancellation fee, if Purchaser shall in writing request refund of his funds and any one of the following shall have occurred: (a) Escrow Agent receives the written request from Developer to return to Purchaser the funds of Purchaser held under the Escrow Agreement by Escrow Agent, or (b) if the Final

Public Report of the Real Estate Commission is not issued within one year from the date of issuance of this Preliminary Public Report, or (c) if Purchaser entered into a Contract of Sale prior to the time the Final Public Report is issued and the Final Public Report differs in any material respect from this Preliminary Public Report, or (d) if sufficient funds to cover all costs of completing the project are not deposited with Escrow Agent by August 18, 1970, and Purchaser has not consented to an extension of time within which to obtain sufficient funds or (e) if there is any change in the building plans requiring the approval of a county officer having jurisdiction over the issuance of permits for construction and Purchaser has not given written approval or acceptance of the change.

It is incumbent upon the purchaser and prospective purchaser to read and understand the Escrow Agreement before executing the Contract of Sale, since the Escrow Agreement prescribes the procedure for receiving and disbursing purchasers' funds and the Contract of Sale specifically provides that the purchaser approves said Escrow Agreement and assumes the benefit and obligations therein provided.

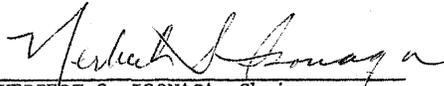
MANAGEMENT OF PROJECT: The By-Laws which are incorporated in the Declaration provides that the operation of the project shall be conducted for the Association under the direction of its Board of Directors by a responsible corporate managing agent. The Developer has advised the Commission that Metropolitan Management Corporation, a Hawaii corporation, will be the initial Managing Agent. The Developer has not yet submitted an executed Management Agreement to the Commission.

STATUS OF PROJECT: No construction contract has been executed although the Developer has advised the Commission that preliminary negotiations have been carried on with a general contractor and tentatively agreed upon. Construction has not started on the project. The Developer has advised the Commission that it proposes to commence construction on or about October 25, 1969. Construction is expected to be completed within twelve (12) months.

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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 August 18, 1969, and additional information subsequently filed as late as October 2, 1969.

This is a Preliminary Horizontal Property Regimes Condominium Public Report which is made a part of Registration No. 296, dated October 3, 1969. 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 in color.

  
HERBERT S. ISONAGA, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

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Distribution:

DEPARTMENT OF TAXATION  
BUREAU OF CONVEYANCES  
PLANNING DEPARTMENT, CITY & COUNTY OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

Registration No. 296  
October 3, 1969

