

# 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

HALE KAMAOLE  
Kihei Road  
Kihei, Maui, Hawaii

REGISTRATION NO. 326

### 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: April 20, 1970

Expires: May 20, 1971

#### SPECIAL ATTENTION

A comprehensive reading of the report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MARCH 18, 1970 AND INFORMATION SUBSEQUENTLY FILED ON APRIL 14, 1970. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 514, HAWAII REVISED STATUTES.

1. HALE KAMAOLE is a proposed fee simple condominium project, consisting of one hundred and seventy-six (176) apartments contained in seven (7) two-story buildings without basements, constructed principally of wood on a concrete slab. Each apartment shall have appurtenant thereto an undivided interest in all parking areas containing 181 parking spaces.
2. The Developer of the project has submitted to the Commission for examination a filing of documents and exhibits which are complete except for some particular requirement, or requirements, which can be expected to be completed as part of this registration.
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 yet been filed in the office of the recording officer.

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 514, Hawaii Revised Statutes, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. If a Final Public Report is not issued within one year from the date of this Preliminary Public Report, purchasers shall be entitled to refund of monies paid, less escrow charges, without further obligation.
7. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, April 20, 1970, unless a Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this project.

NAME OF PROJECT: HALE KAMAOLE

LOCATION: The 7.839 acres of land committed to the project are located on Kihei Road, Kamaole (Kihei) Kula, Island of Maui, State of Hawaii.

TAX KEY: SECOND DIVISION 3-9-04, Lots 84, 85 & 86.

ZONING: A-1, A-2

DEVELOPER: J. M. COVINGTON CORPORATION, a California corporation qualified to do business in the State of Hawaii, c/o Henshaw, Conroy & Hamilton, 1410 First Hawaiian Bank Building, Honolulu, Hawaii.

The corporate officers are:

J. M. Covington	President
W. B. Mabry	Vice President
J. G. Freer	Vice President
William Park	Secretary-Treasurer

DESCRIPTION: The specimen Declaration of Horizontal Property Regime states that one hundred seventy-six (176) separately designed and described fee simple estates are designated in the spaces within the perimeter walls, floors and ceilings of each of the one hundred seventy-six (176) apartment units of the project contained in seven (7) two-story buildings without basements, constructed principally of wood on a concrete slab, and designated Buildings "I", "II", "III", "IV", "V", "VI", and "VII".

Each building contains the numbered apartments according to the project plan as follows:

Apartments No. 101, 106, 109, 112, 115, 118 and 121 are located on the first and second floors of Building "I";

Apartments No. 102, 103, 104, 105, 107, 108, 110, 111, 113, 114, 116, 117, 119 and 120 are located on the first floor of Building "I";

Apartments No. 202, 203, 204, 205, 207, 208, 210, 211, 213, 214, 216, 217, 219 and 220 are located on the second floor of Building "I";

Apartment No. 122 is located on the first and second floors of Building "II";

Apartments No. 123 to 128, inclusive, are located on the first floor of Building "II";

Apartments No. 223 to 228, inclusive, are located on the second floor of Building "II";

Apartments No. 129 to 134, inclusive, are located on the first floor of Building "III";

Apartments No. 229 to 234, inclusive, are located on the second floor of Building "III";

Apartment No. 135 is located on the first and second floors of Building "III";

Apartments No. 136 to 148, inclusive, are located on the first floor of Building "IV";

Apartments No. 236 to 248, inclusive, are located on the second floor of Building "IV";

Apartment No. 149 is located on the first and second floors of Building "IV";

Apartment No. 150 is located on the first and second floors of Building "V";

Apartments No. 151 to 164, inclusive, are located on the first floor of Building "V";

Apartments No. 251 to 264, inclusive, are located on the second floor of Building "V";

Apartments No. 165 to 178, inclusive, are located on the first floor of Building "VI";

Apartments No. 265 to 278, inclusive, are located on the second floor of Building "VI";

Apartments No. 181, 184, 187, 190 and 196 are located on the first and second floors of Building "VII";

Apartments No. 179, 180, 182, 183, 185, 186, 188, 189, 191, 192, 193, 194 and 195 are located on the first floor of Building "VII"; and

Apartments No. 279, 280, 282, 283, 285, 286, 288, 289, 291, 292, 293, 294 and 295 are located on the second floor of Building "VII".

Each apartment contains the number of rooms and approximate floor area according to its respective floor plan, which plans are a part of said project plan, as follows:

- (1) "A" UNIT - TWO-BEDROOM LARGE: Four (4) two-bedroom units, being numbers 101, 149, 150 and 196, contain eight rooms, including two bedrooms, two bathrooms, one powder room, one kitchen, one living room and one dining room with an entry. The floor area of each of these apartments is approximately 1,217 square feet, including a lanai of approximately 117 square feet.
- (2) "B" UNIT - TWO-BEDROOM SMALL: Twelve (12) two-bedroom units, being numbers 106, 109, 112, 115, 118, 121, 122, 135, 181, 184, 187 and 190, contain six rooms including two bedrooms, one bathroom, one powder room, one kitchen, one living room-dining room combination and an entry. The floor area of each of these apartments is approximately 887 square feet, including a lanai of approximately 91 square feet.
- (3) "C" UNIT - ONE BEDROOM: One hundred sixty (160) one-bedroom units, being numbers 102 to 105, inclusive, 107, 108, 110, 111, 113, 114, 116, 117, 119, 120, 123 to 134, inclusive, 136 to 148, inclusive,

151 to 164, inclusive, 165 to 178, inclusive, 179, 180, 182, 183, 185, 186, 188, 189, 191 to 195, inclusive, 202 to 205, inclusive 207, 208, 210, 211, 213, 214, 216, 217, 219, 220, 223 to 234 inclusive, 236 to 248, inclusive, 251 to 264, inclusive, 265 to 278, inclusive, 279, 280, 282, 283, 285, 286, 288, 289, 291 to 295, inclusive, contain four rooms, including one bedroom, one bathroom, one kitchen, one living room-dining room combination and an entry. The floor area of each of these apartments is approximately 652 square feet, including a lanai of approximately 112 square feet.

Each apartment has immediate access to the stairways between the upper and ground floors of the buildings, and walkways connecting such buildings to the street entrance and parking areas of the project.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits, or other utilities or service lines running through such apartments 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 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, doors and door frames, windows and window frames, the exterior air space bounded by the interior of the lanai railing, and all fixtures originally installed, including range, refrigerator, water heater, garbage disposal and dishwasher.

There will be 181 parking spaces within the project parking areas.

COMMON ELEMENTS: The specimen Declaration states that one freehold estate is to be designated of all remaining portions of the project, called "common elements," including but not limited to: (a) said land in fee simple; (b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls, roofs, chases, entries, exterior stairways and walkways of said buildings; (c) All yards, grounds, landscaping, two (2) swimming pools, decks, pavillion, lanais and other recreational facilities; all refuse facilities; all roads, parking areas and driveways; (d) All ducts, electrical equipment, wiring, pipes, and other central and appurtenant transmission facilities and installations over, under and across the project for services such as power, light, water, gas, sewer, air conditioning, telephone and radio and television signal distribution, if any; and (e) The Building designated "Laundry, Office and Manager's Apartment."

LIMITED COMMON ELEMENTS: The specimen Declaration reflects that the project does not contain any limited common elements.

INTEREST TO BE CONVEYED TO PURCHASERS: According to the specimen Declaration, each apartment shall have appurtenant thereto an undivided percentage interest as follows:

A Unit - Two-Bedroom Large	1.020%
B Unit - Two-Bedroom Small	.740%
C Unit - One Bedroom	.544%

in all of the common elements of the project and the same proportionate share in all profits and expenses of the project and for all other purposes, including voting.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The apartments shall be occupied and used only as residences by the respective owners thereof, their tenants, families, domestic servants and social guests, and the owners of the respective apartments shall have the absolute right to lease or rent such apartments for transient purposes, subject to all provisions of the Declaration.

OWNERSHIP TO TITLE: The Developer has filed with the Commission Preliminary Reports of title dated January 26, 1970, prepared by Title Guaranty of Hawaii, Inc., reports that title to the land committed to the regime is vested as follows:

Tax Key: 3-9-04-84 & 1/2 -85 The fee simple owners, SHIGEO S. NAGAMINE and TSURUKO V. NAGAMINE, husband and wife, entered into an Agreement of Sale dated April 30, 1967, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 5667, page 267, with GEORGE W. H. LUM and MARGARET T. LUM, husband and wife, and EMIL J. DRVARIC and ANNA DRVARIC, husband and wife, as Buyers, which Buyers later entered into a Sub-Agreement of Sale dated June 5, 1969, recorded as aforesaid in Liber 6565, page 162, in favor of J. M. COVINGTON CORPORATION, the Developer of this project.

Tax Key: 3-9-04-86 & 1/2 -85 The fee simple owners, SHIGERU NAKANISHI and KATHERINE H. NAKANISHI, husband and wife, entered into an Agreement of Sale dated April 30, 1968, recorded as aforesaid in Liber 6047, page 362, with WILLIAM C. N. WONG, HARUO FUJITOMO and GEORGE EZAKI, as joint tenants, who later entered into a Sub-Agreement of Sale dated July 29, 1969, recorded as aforesaid in Liber 6651, page 55, in favor of WILLIAM B. MABRY, husband of Iris F. Mabry, CARL T. KOBBSINS, JR., husband of June M. Kobbins, and H. RANDALL STOKE, husband of Marilyn C. Stoke, as tenants in common. Said William B. Mabry, Carl T. Kobbins, Jr., and H. Randall Stoke entered into an Option Agreement dated February 27, 1970 with J. M. COVINGTON CORPORATION, a copy of which Agreement is a part of this submission.

ENCUMBRANCES AGAINST TITLE: The January 26, 1970 Preliminary Reports identify the following encumbrances: Easement for road purposes, being a 25-foot strip running along Lot C; Waterline Easement in favor of the Board of Water Supply, being 15 feet wide; the Agreements of Sale and Sub-Agreements of Sale above mentioned; and Real Property Taxes that may be due and owing for the fiscal year - July 1, 1969 through June 30, 1970.

As to Tax Key: 3-9-04-84 & 1/2 -85: Mortgage dated June 20, 1966, recorded in Liber 5360 on page 159, made by Shigeo S. Nagamine and Tsuruko V. Nagamine, husband and wife, to First National Bank of Hawaii, now known as First Hawaiian Bank, to secure the repayment of the sum of \$17,000 together with interest thereon all according to the terms of the promissory note of even date.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement identifies Title Guaranty Escrow Services, Inc., a Hawaii corporation, as the Escrow Agent. On examination the specimen Reservation Agreement, Deposit Receipt and Contract and executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes. The language in the specimen contract illustrates compliance with the requirements of Sections 514-36 through 514-40, Hawaii Revised Statutes.

Among other provisions, the Escrow Agreement provides that a Purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to Purchaser, without interest and less Escrow's \$15 cancellation fee, if Purchaser shall in writing request refund of his funds and any one of the following shall have occurred: (1) Escrow receives a written request from Developer to return to Purchaser the funds of such Purchaser then held by Escrow; or (2) If Purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the condominium building plans, subsequent to the execution of Purchaser's contract, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction of buildings, unless the Purchaser has given written approval or acceptance of the specific change; or (3) If the request is prior to the time the Final Public Report is issued, or if after such time, if 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 year from the date of issuance of the Preliminary Public Report.

The specimen Reservation Agreement, Deposit Receipt and Contract states that the Seller reserves the right to increase the purchase price of the property covered by the contract at any time prior to the issuance of the Real Estate Commission's Final Public Report on this project. If Buyer does not agree to purchase at the increased purchase price, the agreement will be cancelled, the Buyer and Seller released therefrom and the Buyer's entire funds shall be returned to the Buyer without interest.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Reservation Agreement, Deposit Receipt and Contract and the executed Escrow Agreement. The latter document, Escrow Agreement, establishes how the proceeds from the sale of the apartment units and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds.

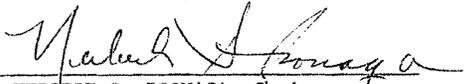
MANAGEMENT AND OPERATIONS: The declarant states that the operation of the condominium project shall be conducted for the Association of Apartment Owners by a responsible corporate managing agent. The initial Managing Agent shall be J. M. COVINGTON CORPORATION, a California corporation, qualified to do business in the State of Hawaii.

STATUS OF PROJECT: Construction of the project has not yet begun but it is anticipated that it shall commence on or about July 1, 1970. As yet, the Developer has not entered into a construction contract for the construction of buildings.

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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 March 18, 1970 and information subsequently filed on April 14, 1970.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 326 filed with the Commission on March 18, 1970.

The 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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