

# 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

PRINCESS KEALOHA  
1331-37 Heulu Street  
Honolulu, Hawaii

REGISTRATION NO. 331

### 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: June 22, 1970

Expires: July 22, 1971

#### 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 MAY 18, 1970, AND INFORMATION SUBSEQUENTLY FILED AS LATE AS JUNE 15, 1970. 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. PRINCESS KEALOHA is a proposed leasehold condominium project consisting of one twelve (12) story reinforced concrete and concrete hollow tile building with seventy-two (72) residential apartment units, all of which will be sold by the Developer, Ross-Crabtree: Princess Kealoha, a Joint Venture comprised of Michael M. Ross and Gordon W. Crabtree, upon and subject to the terms and provisions of Apartment Leases to be issued by Richard T. F. Lum, husband of Charlotte C. Lum, Helen Choy Lau, wife of Hing Leung Lau, Michael H. Ross and Annette Kay Ross, husband and wife, Albert T. Lau and Esther L. Lau, husband and wife, and Gordon William Crabtree, husband of Margo Theresa Crabtree, owners and lessors under the Master Lease to be executed pursuant to the terms of that certain option agreement executed

September 15, 1969, between owners and Developer named above. Further, Developer has executed an option to purchase, dated May 28, 1969, that parcel described as Parcel First in Exhibit "A" of the Declaration of Horizontal Property Regime of Princess Kealoa. There will be ninety (90) parking stalls, fourteen (14) of which are subject to a reservation of easement by Developer.

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 the Approved Floor Plans) have not been filed in the Office of the Recording Officer.
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 514, Hawaii Revised Statutes, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.
6. This Preliminary Public Report is made a part of the registration of Princess Kealoa 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.
7. If the Final Public Report is not issued within one (1) year from the date of this Preliminary Public Report, June 22, 1970, purchasers and prospective purchasers shall be entitled to a refund of all monies without further obligation.

NAME OF PROJECT: PRINCESS KEALOHA

LOCATION: 1331-37 Heulu Street, Honolulu, Hawaii  
The site, comprising 25,600 square feet, is located in Makiki, between Heulu Street and Hoku Place.

TAX MAP KEY: FIRST DIVISION, 2-4-25:37, 38, 39, 43, 44

ZONING: Apartment A-4

DEVELOPER: ROSS & CRABTREE - Princess Kealoa  
(Joint Venture, comprised of Michael M. Ross and Gordon W. Crabtree)

ATTORNEY REPRESENTING DEVELOPER: Wooddell, Hukai & Wirtz (Messrs. Allen W. Wooddell and William S. Chillingworth), 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 one twelve (12) story building containing seventy-two (72) apartment units.

The building will be rectangular in shape, capped with a flat slab roof and will contain no basement. The ground floor of the building contains forty-six (46) parking stalls, driveways, ramps, trash disposal area, one pump room, one elevator lobby, two elevator shafts, two stairwells, a sauna bath, an open area with a swimming pool and a recreation lanai. Six (6) of the parking stalls on the ground level are subject to the reservation of easement by Developers (hereinafter referred to as "reserved parking stalls").

The second floor of the building contains forty-four (44) parking stalls, driveways, ramps, an elevator lobby, one storage room, two elevator shafts, two stairwells and a trash chute. On the second floor are eight (8) parking stalls which are subject to a reservation of easement by Developers.

The third, sixth, seventh, ninth and eleventh floors of the building contain eight (8) one-bedroom apartment units, a corridor, two balconies, two elevator shafts, two stairwells and a trash chute.

The fourth, fifth and tenth floors of the building contain four studio apartment units, four two-bedroom apartment units, a corridor, two balconies, two elevator shafts, two stairwells and a trash chute.

The eighth floor contains four one-bedroom apartment units, two three-bedroom apartment units, a corridor, two balconies, two elevator shafts, two stairwells and a trash chute.

The twelfth floor of the building contains two penthouse apartment units, a recreation area, two balconies, two elevator shafts, two stairwells, a trash chute and a storage room.

The roof of the building contains one elevator shaft on top of which is a machine room with stairwell, second machine room, trash chute and two stairwells.

The apartment units in the building will contain the number of rooms and approximate floor area, excluding the planting area, indicated below:

1. Twelve (12) 'A' studio apartment units each contain 3 rooms and a walk-in closet and entry totalling approximately 440 square feet of floor area, plus a lanai of approximately 98 square feet, and are located four (4) to a floor on the fourth, fifth and tenth floors, and numbered beginning from southwest (makai) to northeast (mauka) on each floor 03 to 06 inclusive with the floor number prefixed in each apartment and with the odd numbered apartments located on the northwest (Ewa) side of the building, and the even numbered apartments located on the southeast (Diamond Head) side of the building.

2. Forty-four (44) 'B' one-bedroom apartment units each contain 5 rooms and a walk-in closet and entry totalling approximately 681 square feet of floor area, plus a lanai of approximately 188 square feet, and are located eight (8) to a floor on the third, sixth, seventh, ninth and eleventh floors, and four (4) on the eighth floor numbered on the eighth floor 802, 804, 806 and 808 beginning from southwest (makai) to northeast (mauka) on the southeast (Diamond Head) side of the building. On each of the other floors the apartments shall be numbered 01 to 08 with the floor number prefixing each apartment number beginning from southwest (makai) to northeast (mauka), with the even numbered apartments located on the southeast (Diamond Head) side of the building and the odd numbered apartments located on the northwest (Ewa) side of the building.

3. Twelve (12) 'C' two-bedroom apartment units each contain 6 rooms and a walk-in closet and entry totalling approximately 922 square feet of floor area plus a lanai of approximately 277 square feet and are located four (4) to a floor on the fourth, fifth and tenth floors, and numbered beginning from southwest (makai) to northeast (mauka) on each floor, 01, 02, 07 and 08, with the floor number prefixing each apartment number and the even numbered apartments located on the southeast (Diamond Head) side of the building and the odd numbered apartments located on the northwest (Ewa) side of the building.

4. Two (2) 'D' three-bedroom apartment units each contain 8 rooms and a walk-in closet, hallway and entry totalling approximately 1,362 square feet of floor area plus a lanai of approximately 375 square feet, are located on the eighth floor numbered beginning from southwest (makai) to northeast (mauka) 801 and 807, with both apartments being located on the northwest (Ewa) side of the building.

5. Two Penthouse Apartment units each contain 6 rooms and a walk-in closet, sewing alcove and entry with a floor area of approximately 1,362 square feet plus a lanai of approximately 375 square feet, and are located on the twelfth floor, and numbered beginning from southwest (makai) to northeast (mauka) Ph-1 and Ph-2, with both apartments being located on the northwest (Ewa) side of the building.

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, garbage disposer, washer-dryer, and dishwasher (in all apartment units except studios). Each apartment will have immediate access to the hallways, balconies and entrances of the building, the stairways and elevators. The twelve (12) story building will be serviced by two elevators and two stairways. There will be parking stalls for ninety (90) 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 elevators, with elevator housing and appurtenant equipment; the recreation room on the twelfth floor; 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: Apartment units shall have appurtenant to each the undivided interest in all common elements of the project as follows: Studio units - 0.9214%; one-bedroom units - 1.3210%; two-bedroom units - 1.6876%; three-bedroom units and penthouse units - 2.6420%. 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. 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 title document, executed April 8, 1970, by the licensed abstractor, Security Title Corporation, verifies that title to the land is vested in Sven R. Anderson and Zelig Lima Anderson, husband and wife, Albert T. Lau and Esther L. Lau, husband and wife, Richard T. F. Lum, husband of Charlotte C. Lum, Gordon William Crabtree, husband of Margo Theresa Crabtree, Michael Marshall Ross and Annette Kay Ross, husband and wife, and Helen Choy Lau, wife of Hing Leung Lau.

ENCUMBRANCES AGAINST TITLE: The Notice of Intention reflects and the April 8, 1970 title search report prepared by Security Title Corporation certifies that there are the following encumbrances:

1. Tax Key: 2-4-25-37 - Area Assessed: 5,440 square feet (as to Lot 7 only)  
Taxes for the fiscal year 1969 - 1970 are a lien; payable as follows:

1st Installment \$246.58 PAID  
2nd Installment \$246.57 OPEN (Delinquent after June 10, 1970)

Tax Key: 2-4-25-38 - Area Assessed: 5,120 square feet (as to Lot 8 only)  
Taxes for the fiscal year 1969 - 1970 are a lien; payable as follows:

1st Installment \$274.19 PAID  
2nd Installment \$274.18 OPEN (Delinquent after June 10, 1970)

Tax Key: 2-4-25-39 - Area Assessed: 5,120 square feet (as to Lot 9 only)  
Taxes for the fiscal year 1969 - 1970 are a lien; payable as follows:

1st Installment \$252.70 PAID  
2nd Installment \$252.70 OPEN (Delinquent after June 10, 1970)

Tax Key: 2-4-25-43 - Area Assessed: 5,120 square feet (as to Lot 3 only)  
Taxes for the fiscal year 1969 - 1970 are a lien; payable as follows:

1st Installment \$231.30 PAID  
2nd Installment \$231.30 OPEN (Delinquent after June 10, 1970)

Tax Key: 2-4-25-44 - Area Assessed: 4,800 square feet (as to Lot 2-B only)  
Taxes for the fiscal year 1969 - 1970 are a lien; payable as follows:

1st Installment \$282.39 PAID  
2nd Installment \$282.39 OPEN (Delinquent after June 10, 1970)

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant No. 3705.
3. Mortgage dated April 23, 1965, recorded on April 23, 1965, in the Bureau of Conveyances of the State of Hawaii in Book 5024, Page 498, made by RICHARD T. F. LUM, husband of Charlotte C. Lum, as Mortgagor, to HONOLULU SAVINGS AND LOAN COMPANY, LIMITED, a Hawaii corporation, as Mortgagee, to secure the repayment of the sum of \$32,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to. Waiver of Dower by Charlotte C. Lum. (as to Parcel Third only)
4. Mortgage dated May 14, 1965, recorded on May 14, 1965, in said Bureau of Conveyances in Book 5041, Page 147, made by HELEN CHOY LAU, wife of Hing Leung Lau, as Mortgagor, to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAWAII, a Federal corporation, as Mortgagee, to secure the repayment of the sum of \$35,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to. (as to Parcel Fifth only)
5. Mortgage dated December 29, 1965, recorded on December 30, 1965, in said Bureau of Conveyances in Book 5226, Page 100, made by ALBERT T. LAU and ESTHER L. LAU, husband and wife, as Mortgagors, to BISHOP TRUST COMPANY, LIMITED, Trustee of Bishop Trust Company Common Trust Fund B, as Mortgagee, to secure the repayment of the sum of \$35,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to. (as to Parcel Second only)
6. Mortgage dated March 30, 1967, recorded on March 31, 1967, in said Bureau of Conveyances in Book 5616, Page 384, made by SVEN R. ANDERSON and ZELIE LIMA ANDERSON, husband and wife, as Mortgagors, to PEARL HARBOR FEDERAL CREDIT UNION, as Mortgagee, to secure the repayment of the sum of \$18,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagors therein referred to. (as to Parcel First only)
7. Mortgage dated December 22, 1967, recorded on December 22, 1967, in said Bureau of Conveyances in Book 5910, Page 107, made by RICHARD T. F. LUM, husband of Charlotte C. Lum, as Mortgagor, to SEABOARD FINANCE COMPANY, LTD., a Hawaii corporation, as Mortgagee, to secure the

repayment of the sum of \$7,100.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to. Waiver of Dower by Charlotte C. Lum. (as to Parcel Third only)

8. Mortgage dated May 29, 1969, recorded on June 3, 1969, in said Bureau of Conveyances in Book 6541, Page 19, made by GORDON WILLIAM CRABTREE, unmarried, and MICHAEL MARSHALL ROSS and ANNETTE KAY ROSS, husband and wife, as Mortgagors, to AMERICAN SECURITY BANK, a Hawaii banking corporation, as Mortgagee, to secure the repayment of the sum of \$50,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagors therein referred to. (as to Parcel Fourth only)
9. Option dated May 28, 1969, recorded on September 16, 1969, in said Bureau of Conveyances in Book 6685, Page 98, made by and between SVEN R. ANDERSON and ZELIE LINA ANDERSON, husband and wife, as "Optionors" and GORDON WILLIAM CRABTREE, unmarried, and MICHAEL MARSHALL ROSS, husband of Annette Kay Ross, AS TENANTS IN COMMON, as "Optionees", whereby said Optionors do hereby give and grant to Optionees, their respective heirs and assigns, upon the terms therein set forth, an exclusive option to purchase the land herein described, for the total sum of Sixty Thousand Dollars (\$60,000.00). (as to Parcel First only)

PURCHASE MONEY HANDLING: An executed Escrow Agreement, dated April 30, 1970, identifies American Abstract and Escrow, Inc., as the Escrow Agent. Upon examination of the Escrow Agreement, as amended, it is found to be in consonance with the refund provisions of Chapter 514, Hawaii Revised Statutes, and particularly Section 514-36 through Section 514-39.

Among other provisions, the specimen Sales Contract states that in the event less than 58 apartments in the project are sold prior to January 31, 1971, Sellers may, at their option, cancel the contract, in which event Sellers will cause Escrow Agent to refund to Buyer all monies paid without interest and Sellers shall be relieved and released of all further liability thereunder.

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' fund 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 no initial Managing Agent has yet been chosen, and the Developer has not yet submitted an executed Management Agreement to the Commission.

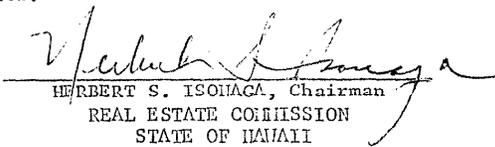
STATUS OF PROJECT: No construction contract has been executed although the Developer has advised the Commission that preliminary negotiations have been carried on with a general contractor and tentatively agreed upon. Construction has not started on the project. The Developer has advised the Commission that no commencement date of construction has been set as yet.

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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 May 18, 1970, and additional information subsequently filed as late as June 15, 1970.

This is a Preliminary Horizontal Property Regimes Condominium Public Report which is made a part of Registration No. 331, dated June 22, 1970. 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.

YH:sw

Distribution:  
DEPARTMENT OF TAXATION  
BUREAU OF CONVEYANCES  
PLANNING COMMISSION, C&C OF HONOLULU  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

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

June 22, 1970  
Registration No. 331