

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

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

## FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on  
HALE OLA  
Pearl City  
Oahu, Hawaii

REGISTRATION NO. 351

### 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: November 30, 1970  
Expires: December 30, 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 and prospective purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED OCTOBER 6, 1970 AND INFORMATION SUBSEQUENTLY FILED AS LATE AS NOVEMBER 23, 1970. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW OF CHAPTER 514 OF THE HAWAII REVISED STATUTES.

1. HALE OLA is a proposed fee simple condominium project consisting of 150 apartments arranged throughout thirty-one (31) two-story residential multi-family buildings. There are two hundred and seven (207) uncovered parking stalls, 150 of which are for apartment occupants and 57 of which are available to be used as parking spaces in such manner and for such purposes as the Board of Directors of the Association of Apartment Owners within the project may determine.
2. The Developer of the project has submitted to the Commission for examination all documents and exhibits deemed necessary for the registration of a condominium project and issuance of this Final Public Report.

3. The Developer has arranged for the Federal Housing Administration to endorse notes for mortgage insurance pursuant to Section 235 of Title II of the National Housing Act, of individual mortgages by qualified purchasers of apartments in the project. As a condition to its endorsement of notes for mortgage insurance, the FHA requires that the Association of Apartment Owners enter into with that agency and record a Regulatory Agreement whereby the Association may be regulated and restricted by that agency. Purchasers should familiarize themselves with the provisions of the Regulatory Agreement.
4. The Commission has determined that the basic documents and plans (Declaration of Horizontal Property Regime with By-Laws of the Association of Apartment Owners, and Regulatory Agreement with the Federal Housing Administration attached and a copy of the approved Floor Plans) have been filed in the Bureau of Conveyances of Hawaii.

The Declaration, By-Laws and Regulatory Agreement have been filed with the said Bureau of Conveyances on October 13, 1970, in Liber 7234 at Page 158.

The said Bureau of Conveyances has assigned Condominium Map No. 176 to the project.

Amendment No. 1 to the Declaration has been filed in said Bureau on November 5, 1970 in Liber 7263 at Page 123.

5. No advertising or promotional matter is intended to be issued and therefore none has been submitted to the Commission.
6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514 of the Hawaii Revised Statutes, and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
7. The Developer shall give to each purchaser and prospective purchaser a true copy of this Final Public Report (white paper stock.)  
  
The purchaser or prospective purchaser shall sign the required receipt signifying that he has had the opportunity to read this report.
8. This Final Public Report automatically expires thirteen (13) months after date of issuance, November 30, 1970, unless a Supplementary Public Report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: HALE OLA

LOCATION: The two adjoining parcels committed to this project are situate immediately mauka of Acacia Road at Pearl City, Oahu, Hawaii.

TAX KEY: FIRST DIVISION 9-7-24-27 (Parcel First) 13.346 acres, or thereabouts  
9-7-73-08 (Parcel Second) 5,988 square feet

ZONING: A-1 Apartment Zone

DEVELOPER: Hale Ola, a Hawaii nonprofit corporation, whose officers are:

Tomohara Yontanza, President

Rev. Chas. Smith, Vice-President

Salvador Ambrocio, Second Vice-President

Neal Goya, Secretary

Lawrence Shigeura, Treasurer

ATTORNEY REPRESENTING DEVELOPER: Okumura and Takushi (Attention: Mr. James Funaki or Mr. Alfred Wong), 1022 Bethel Street, Honolulu, Hawaii, telephone 536-1791.

DESCRIPTION: The Declaration reflects that the project shall consist of one hundred fifty (150) apartments built in thirty-one (31) two-story multi-family residential buildings and a community center building. The said 31 multi-family structures are located and designated as Buildings Nos. 1 to 21, inclusive, and 23 to 32, inclusive, as shown on the general site plan of the Condominium Map. The community center is designated on said general plan as Building No. 22. The buildings containing the apartment units have been completed except for the furnishing and installing complete and in place the sliding wardrobe doors in bedrooms. The apartment buildings are constructed principally of reinforced concrete floors, hollow-tile concrete for party and end walls, double-wall construction of gypsum board interior and rough sawn plywood exterior, and cedar wood shake roofs. The community center building will be constructed principally of reinforced concrete floor, hollow-tile concrete walls, gypsum board ceiling, and cedar wood shake roof.

There are two types of apartments which are designated, for classification purposes only, as Type "3-BR" and Type "4-BR". The area and the number of rooms contained in each of said types of apartments are as follows:

Type "3-BR" - area, 987 square feet, more or less, (inclusive of lanai containing approximately 63 square feet); 3 bedrooms, 1 bath, 1 living and dining room, 1 kitchen (124 apartments)

Type "4-BR" - area, 1244 square feet, more or less, (inclusive of lanai containing approximately 84 square feet); 4 bedrooms, 1 bath, 1 living and dining room, 1 kitchen and 1 toilet (26 apartments)

All Type "3-BR" apartments are identical three-bedroom apartments, and all Type "4-BR" are identical four-bedroom apartments, except that within each of the 4-unit, 6-unit, and 8-unit buildings, the apartments with apartment numbers ending with letters B, D, F and H, are mirror images of apartments with apartment numbers ending with letters A, C, E and G, respectively, as the case may be.

The building in which each apartment is located and the apartment number and type of each apartment are as follows:

a. <u>Building No.</u>	<u>Apartment No.</u>	<u>Type</u>
1	1A	3-BR
	1B	3-BR
	1C	3-BR
	1D	3-BR
2	2A	3-BR
	2B	3-BR
	2C	3-BR
	2D	3-BR
3	3A	3-BR
	3B	3-BR
	3C	3-BR
	3D	3-BR
	3E	4-BR
	3F	4-BR
4	4A	3-BR
	4B	3-BR
	4C	3-BR
	4D	3-BR
	4E	3-BR
	4F	3-BR
5	5A	3-BR
	5B	3-BR
	5C	3-BR
	5D	3-BR
6	6A	3-BR
	6B	3-BR
	6C	3-BR
	6D	3-BR

<u>Building No.</u>	<u>Apartment No.</u>	<u>Type</u>
7	7A	3-BR
	7B	3-BR
	7C	3-BR
	7D	3-BR
	7E	4-BR
	7F	4-BR
8	8A	3-BR
	8B	3-BR
	8C	3-BR
	8D	3-BR
	8E	3-BR
	8F	3-BR
9	9A	3-BR
	9B	3-BR
	9C	3-BR
	9D	3-BR
10	10A	3-BR
	10B	3-BR
	10C	3-BR
	10D	3-BR
11	11A	4-BR
	11B	4-BR
	11C	3-BR
	11D	3-BR
	11E	3-BR
	11F	3-BR
12	12A	3-BR
	12B	3-BR
	12C	3-BR
	12D	3-BR
	12E	3-BR
	12F	3-BR
13	13A	3-BR
	13B	3-BR
	13C	3-BR
	13D	3-BR
14	14A	4-BR
	14B	4-BR
	14C	4-BR
	14D	4-BR
15	15A	3-BR
	15B	3-BR
	15C	3-BR
	15D	3-BR
16	16A	3-BR
	16B	3-BR
	16C	4-BR
	16D	4-BR
17	17A	3-BR
	17B	3-BR
	17C	3-BR
	17D	3-BR
18	18A	4-BR
	18B	4-BR
	18C	3-BR
	18D	3-BR

<u>Building No.</u>	<u>Apartment No.</u>	<u>Type</u>
19	19A	3-BR
	19B	3-BR
	19C	3-BR
	19D	3-BR
20	20A	3-BR
	20B	3-BR
	20C	3-BR
	20D	3-BR
21	21A	3-BR
	21B	3-BR
	21C	3-BR
	21D	3-BR
	21E	3-BR
	21F	3-BR
23	23A	4-BR
	23B	4-BR
	23C	4-BR
	23D	4-BR
24	24A	4-BR
	24B	4-BR
	24C	4-BR
	24D	4-BR
25	25A	3-BR
	25B	3-BR
	25C	3-BR
	25D	3-BR
	25E	3-BR
	25F	3-BR
26	26A	4-BR
	26B	4-BR
	26C	3-BR
	26D	3-BR
	26E	3-BR
	26F	3-BR
27	27A	4-BR
	27B	4-BR
	27C	3-BR
	27D	3-BR
	27E	3-BR
	27F	3-BR
28	28A	3-BR
	28B	3-BR
	28C	3-BR
	28D	3-BR
29	29A	3-BR
	29B	3-BR
	29C	3-BR
	29D	3-BR
30	30A	3-BR
	30B	3-BR
	30C	3-BR
	30D	3-BR

<u>Building No.</u>	<u>Apartment No.</u>	<u>Type</u>
31	31A	3-BR
	31B	3-BR
	31C	3-BR
	31D	3-BR
	31E	3-BR
	31F	3-BR
	31G	3-BR
	31H	3-BR
32	32A	3-BR
	32B	3-BR
	32C	3-BR
	32D	3-BR
	32E	3-BR
	32F	3-BR

b. Each apartment is a two-story apartment with interior access from the ground floor to the second floor.

c. Each apartment has immediate access to the walkways connecting its building to the parking area and to the roads within the project which give access to a public street.

d. Each apartment shall mean and deemed to include the interior finished surfaces (such as paint, paper, wax, tile, enamel, or other finishings) of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim; the non-bearing walls and partition within the perimeter walls, all window glass, and also the unenclosed space within the lanai, the air space within the lanai and the perimeter walls, together with fixtures, appliances, and other improvements located therein.

COMMON ELEMENTS: One freehold estate is hereby designated in all remaining portions of the real property, being the common areas and facilities and herein called the "common elements", including specifically but not limited to:

- a. Said land in fee simple;
- b. All foundations, floor slabs, columns, girders, beams, supports, bearing walls, main walls, and roofs of the buildings of the project, and generally all equipment apparatus, installations, and personal property existing for common use in the buildings or located on said land;
- c. All driveways, roads, and other common ways, walkways, landscaping, yards, gardens, canals, the community center building, fences, retaining walls, refuse collection areas, and privacy and parking areas (privacy areas and certain parking spaces are set aside and designated as limited common elements on the said Condominium Map) situated on said land;
- d. Community and commercial facilities and all utility installations;
- e. All portions of any building in the project not deemed to be included in an apartment.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of the apartments, and each of such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows: (i) a parking space within a parking area and (ii) a privacy area abutting and situated at the rear of an apartment on the ground floor; each such parking space within a parking area and such privacy area being designated on said Condominium Map by the number corresponding to the appurtenant apartment number and being for the exclusive use of such apartment.

Parking spaces designated on said Condominium Map as:

- 201 and 202 within parking area #2
- 301 - 313, inclusive, within parking area #3
- 401 - 412, inclusive, within parking area #4
- 501 - 513, inclusive, within parking area #5
- 601 - 617, inclusive, within parking area #6

have not been assigned to any apartment and shall remain as part of the common elements to be used as parking spaces in such manner and for such purposes as the Board of Directors of the association of the apartment owners within the project may determine.

Trees, shrubs, grass and other exterior improvements within a privacy area as aforesaid shall be maintained by the apartment owner who has the exclusive use of such privacy area; provided that where the apartment owner fails to so maintain at a level and scheme generally consistent with the maintenance of the common elements by the association of the apartment owners, as determined by the Board of Directors, the association may provide the necessary maintenance, and the cost of such maintenance shall be assessed against the apartment to which the privacy area is appurtenant and shall be added to and become part of the assessment to which such apartment is subject under paragraph E of the Declaration.

INTEREST TO BE CONVEYED PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting, as follows: each Type "3-BR" apartment (3-bedroom apartment) shall have an undivided .641058 percent interest and each Type "4-BR" apartment (4-bedroom apartment) shall have an undivided .788798 percent interest.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families and social guests, and for no other purpose. The respective apartments shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the apartments are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective apartments shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws and Regulatory Agreement.

RESTRICTIONS ON SALE OF APARTMENTS: For a period of seven (7) years after the date of original purchase of any apartment (which date shall be deemed to be the date of the deed, or the date of the agreement of sale, if any, under which the apartment was originally purchased), the apartment shall not be sold by the original apartment owner thereof unless the apartment has first been offered in writing to the Owner, Hale Ola corporation, or its designee, Hawaii Council for Housing Action, a Hawaii nonprofit corporation, and the Owner or its designee has either refused or failed, within thirty days after receipt of the written offer, to execute the option in writing addressed to the apartment owner at the address of the apartment. The offer to see the apartment to the Owner or its designee, shall not exceed the sum of (i) the original purchase price and (ii) an amount determined by multiplying the original purchase price by one-fourth (1/4th) of one per cent (1%) per month for the period from the date of the original purchase to the date of the written offer. If the Owner or its designee, refuses or fails within the thirty-day period to reply to the offer, the original apartment owner may sell the apartment free from any price restrictions.

OWNERSHIP TO TITLE: The Notice of Intention states the ownership to title is vested in Hale Ola, a Hawaii nonprofit corporation. The title evidence report prepared by Title Guaranty of Hawaii Incorporated, a Hawaii corporation, verifies that the vestee is as designated above.

ENCUMBRANCES AGAINST TITLE: The title search report identifies the following as of September 25, 1970:

Parcels First and Second: Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 4475; Mortgage to First Hawaiian Bank, dated November 1, 1968, recorded in Liber 6308 at Page 113; Regulatory Agreement for non-profit and public mortgagors under Section 221 (d) (3) of the National Housing Act, as amended, dated November 1, 1968, recorded in Liber 6308 at Page 126; Declaration of Horizontal Property Regime dated October 5, 1970 and recorded in Liber 7234 on Page 158 and the By-Laws attached thereto, said Declaration or said By-Laws filed as Condominium Map No. 176. Said Declaration was amended by instrument dated November 4, 1970, recorded in Liber 7263 on Page 123; Mechanics' Lien No. 2261, dated October 26, 1970 in Civil No. 32414. Edward R. Bacon Company of Hawaii, Ltd. vs. Atlas Paving and Construction Company, Ltd., Del E. Webb Corporation and Hale Ola. Suit to enforce Mechanics' Lien. Amount \$8,244.69; Mechanics' Lien No. 2264 dated October 30, 1970. Atlas Paving and Construction Co., Inc. vs. Hale Ola, etal. Amount \$132,343.27; Mechanics' Lien No. 2267 dated November 6, 1970. M & M Pipeline Company vs. Hale Ola, etal. Amount \$3,111.18.

Parcel First only: Grant of easement for powerline purpose to Hawaiian Electric Company, Inc., dated November 14, 1961, recorded in Liber 4168 at Page 193; Grant of easement for sewer purposes to the City and County of Honolulu, dated April 16, 1970, recorded in Liber 7081 at Page 433; Easement in favor of the United States of America for (1) roadway and (2) water pipeline, as set forth in deed dated November 25, 1968, recorded in Liber 6308 at Page 100.

PURCHASE MONEY HANDLING: The Developer has complied with Section 514-15 of the Hawaii Revised Statutes by filing with the Commission the following:

1. Copy of executed Escrow Agreement with First Hawaiian Bank dated September 3, 1970.
2. Developer's verified statement of total development cost.
3. Developer's verified statement that the 150 apartment units were completed on or about August 31, 1970; and Developer's verified estimated completion date of the Community Center Building is on or about March 1, 1971.
4. Developer's statement that the total project cost, except the Community Center Building, will be covered with funds from a construction loan from First Hawaiian Bank; and the cost of construction of the Community Center Building shall be paid out of portion of the purchasers' funds which shall be held in escrow pursuant to the executed Escrow Agreement dated September 3, 1970, between First Hawaiian Bank and Hale Ola and to the Assurance of Completion (Federal Housing Administration Form 2300) to be executed by First Hawaiian Bank at time of closing.
5. Copy of executed construction contract dated November 26, 1968, between Hale Ola, as Owner, and Del E. Webb Corporation, as Contractor, covering 31 apartment buildings containing 150 apartments.
6. Copy of executed construction contract dated October 7, 1970, between Hale Ola, as Owner, and Bert K. Kanzaki, as Contractor, covering the Community Center Building.

7. Copy of Bond executed November 26, 1968, issued by Fireman's Fund Insurance Company, as Surety, covering the said 31 apartment buildings, for an amount not less than 100% of the construction contract prices.
8. Copy of Bond executed November 5, 1970 issued by Pacific Insurance Company, Ltd., as Surety, covering the Community Center Building, for an amount not less than 100% of the construction contract prices.

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Sales Agreement and the executed Escrow Agreement. The latter document, Escrow Agreement, establishes how the proceeds from the sale of dwelling units and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds. Among other provisions, the Sales Agreement specify that if less than 80% of the apartments in the project is sold to Purchasers thereof approved by FHA prior to a date to be established later by FHA, Seller at its option may terminate the agreement and refund all payments made by Purchaser without deduction or interest.

FINANCING OF PROJECT: The purchase of the land and the construction of the 31 apartment buildings containing 150 apartment units have been financed by loan from First Hawaiian Bank in the sum of \$3,521,600.00 covered by that certain mortgage dated November 1, 1968, and recorded in the Bureau of Conveyances of Hawaii in Liber 6308 at Page 113. The cost of construction of the Community Center Building shall be paid out of portion of the purchasers' funds which shall be held in escrow pursuant to the executed Escrow Agreement dated September 3, 1970, between First Hawaiian Bank and Hale Oia and to the Assurance of Completion (Federal Housing Administration Form 2300) to be executed by First Hawaiian Bank at time of closing. The Developer has advised the Commission that the First Hawaiian Bank will provide funds to take out the individual mortgages in the project.

MANAGEMENT AND OPERATIONS: The declarant discloses that the administration of the project shall be vested in the Association of Apartment Owners. The proposed By-Laws of the Association place the responsibility of employing a responsible Hawaii corporation as Managing Agent to manage and control the project subject at all times to direction by the Board. A specimen agreement has been submitted as part of the registration and HCHA Management Service Corporation is identified as the managing agent.

STATUS OF PROJECT: The Developer advises the Commission that the construction of the 31 buildings containing the 150 apartments have been completed. It is estimated by the Developer that the construction of the Community Center Building will commence on or about November 1, 1970 and shall be completed on or about March 1, 1971, when the entire project shall have been completed therewith.

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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 October 6, 1970, and additional information subsequently filed as late as November 23, 1970.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 351 filed with the Commission October 6, 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 white 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 AND COUNTY OF HONOLULU  
 FEDERAL HOUSING ADMINISTRATION  
 ESCROW AGENT

Registration No. 351  
 November 30, 1970

