

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 MOANA APARTMENTS
1911 Kalanianaʻole Avenue
Hilo, Hawaii

REGISTRATION NO. 357

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: December 3, 1970

Expires: January 3, 1972

SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED NOVEMBER 19, 1970. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514 OF THE HAWAII REVISED STATUTES.

1. The HALE MOANA APARTMENTS is a proposed leasehold condominium project consisting of forty-seven (47) dwelling units arranged throughout a single seven-story building, containing at least forty-seven (47) parking stalls.

Buyers will receive, through an Apartment Lease, a leasehold interest directly from the owner of the fee, and said lease expires May 31, 2060.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached, and a copy of the approved Floor Plans) have not been filed in the office of the recording officer.
4. Advertising and promotional matter has not 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. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, December 3, 1970 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: HALE MOANA APARTMENTS

LOCATION: The approximately 35,800 square feet leasehold, to be committed to the regime is situated on the makai side of Kalaniana'ole Avenue, at number 1911, Hilo, Hawaii, Island and County of Hawaii. The lot is rectangular in shape and fronts on an ocean front beach park. The location is about four miles from downtown Hilo and slightly less than that from the edge of one of the two major shopping areas of Hilo, Hawaii. The land lies in Waiakoa District of South Hilo, County and State of Hawaii.

TAX KEY: THIRD TAXATION DIVISION, STATE OF HAWAII 2-1-17-24

ZONING: Resort-Hotel (VS-.75)

DEVELOPER: Hale Moana Associates
Room 18, Professional Building
Hilo, Hawaii, Telephone 935-8521

The Developer is a Hawaii limited partnership, registered as such with the office of the Director of Regulatory Agencies, State of Hawaii, on April 30, 1970. The partners are:

GENERAL PARTNER

Keaukaha Development Corp.	Room 18, Professional Bldg. Hilo, Hawaii
Officers:	
James P. Wohl, President	1911 Kalaniana'ole Avenue Hilo, Hawaii
Byron M. Fox, Secretary-Treasurer	27 Makakai Place, Hilo, Hawaii

LIMITED PARTNERS

D. L. Alexandre	113 Astor Street, Newark, New Jersey
James P. Wohl	P.O. Box 362, Hilo, Hawaii
William Little	719 Parsons Road Ridgewood, New Jersey
Mrs. B. Freylinghuysen	San Spring Lane Morristown, New Jersey
Mrs. W. E. Weiss	745 Fifth Avenue, New York, New York
Deak & Co., Hawaii, Inc.	29 Broadway, New York, New York
Robert Castellini	2 Plum Street, Cincinnati, Ohio

Screven Lorillard

Greater Cross Roads
Far Hills, New York

Thomas D. Welch, Jr.

P.O. Box 656, Honolulu, Hawaii

John Kean, Jr.

Elizabethtown Gas Co.
Elizabethtown, New Jersey

J. D. Pitney

Pitney Farm, Mendham, New Jersey

ATTORNEY REPRESENTING DEVELOPER: James P. Wohl, Room 18, Professional Building, Hilo, Hawaii. Telephone: 935-8521.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the project is to consist of forty-seven (47) apartments arranged throughout a single seven (7) story building situated on the 35,800 square feet of land hereinbefore described. The apartment building will be constructed of reinforced concrete, steel, glass, aluminum and allied building materials. The first floor is parking, lobby and storage areas. The second through sixth floors are typical and contain eight units per floor consisting of two two-bedroom units and six one-bedroom units. The seventh, or penthouse floor, contains seven units consisting of one three-bedroom, two two-bedroom, and four one-bedroom units. The units on all floors are located along a single-loaded, common element exterior corridor with central elevator and stair wells at the corridor ends. The western or Hamakua unit on floors two through six is a two-bedroom unit, the last digit of the apartment number of which is 1, and the first digit of which is the floor number. For example apartment 201 is the western two-bedroom apartment on the second floor. The next 6 units on floors 2 through 6, going in an easterly or Puna direction, are one-bedroom units, the last digit of the apartment number of which is 2, 3, 4, 5, 6 and 7, respectively. The Puna or easternmost apartment on floors 2 through 6 is a two-bedroom unit, the last digit in the apartment number of which is 8. The apartments on the seventh floor are numbered PH 1, PH 2, PH 3, PH 4, PH 5, PH 6 and PH 7 from west to east, with the western and eastern apartments being PH 1 and PH 7 consisting of two-bedrooms each. Apartments PH 2 and PH 3 are one-bedroom each. Apartment PH 4 is the center apartment and has three bedrooms. Apartments PH 5 and PH 6 have one bedroom each. Penthouse apartments will have nine foot ceilings in portions of the living areas. There will be one covered parking space per apartment, the limited common interest to which will be conveyed to the purchaser of the lease with the apartment.

There will be tenant utility and refuse rooms on the first floor, and for apartment owners on the second through seventh floors, inclusive. There shall be one high speed automatic elevator serving all floors as well as 2 sets of stairs in the stair wells, serving all apartments above the first floor. There will be a master television antenna system. There will be a swimming pool for Apartment Owners, their invited guests and their tenants. There will be provision in each apartment for air-conditioning and all apartments will be equipped with refrigerator, stove, carpeting, drapes, disposal, washer and dryer. All two and three bedroom apartments will be equipped with a dishwasher, and provision made in one-bedroom apartments for installation thereof at buyer's expense. All apartments will be located as shown on the condominium map to be filed in the office of the Registrar of Conveyances.

The following is a brief description of the apartments and also shows the interest of each apartment in the common elements:

The first floor is parking garage, storage, lobby and utility space.

Apartments 201, 202, 203, 204, 205, 206, 207 and 208 are located on the second floor.

Apartments 301, 302, 303, 304, 305, 306, 307 and 308 are located on the third floor.

Apartments 401, 402, 403, 404, 405, 406, 407 and 408 are located on the fourth floor.

Apartments 501, 502, 503, 504, 505, 506, 507 and 508 are located on the fifth floor.

Apartments 601, 602, 603, 604, 605, 606, 607 and 608 are located on the sixth floor.

Apartments PH 1, PH 2, PH 3, PH 4, PH 5, PH 6 and PH 7 are located on the seventh floor.

Apartment Numbers	Approximate Square Footage		Approximate Total Square Footage	Percentage of Common Interest
	Apartment	Lanai		
01, 08	1043	154	1197	2.704
02, 03, 06, 07	710	157	867	1.841
04, 05	751	100	851	1.947
PH 1, 7	1043	154	1197	2.704
PH 2, 3, 5, 6	710	157	867	1.841
PH 4	1503	201	1704	3.898

<u>Apartment No.</u>	<u>Floor No.</u>	<u>Number of Votes</u>	<u>Number of Rooms</u>
201	2	2,704	6
202	2	1,841	4
203	2	1,841	4
204	2	1,947	4
205	2	1,947	4
206	2	1,841	4
207	2	1,841	4
208	2	2,704	6
301	3	2,704	6
302	3	1,841	4
303	3	1,841	4
304	3	1,947	4
305	3	1,947	4
306	3	1,841	4
307	3	1,841	4
308	3	2,704	6
401	4	2,704	6
402	4	1,841	4
403	4	1,841	4
404	4	1,947	4
405	4	1,947	4
406	4	1,841	4
407	4	1,841	4
408	4	2,704	6
501	5	2,704	6
502	5	1,841	4
503	5	1,841	4
504	5	1,947	4
505	5	1,947	4
506	5	1,841	4
507	5	1,841	4
508	5	2,704	6
601	6	2,704	6
602	6	1,841	4
603	6	1,841	4
604	6	1,947	4
605	6	1,947	4
606	6	1,841	4
607	6	1,841	4
608	6	2,704	6
PH 1	7	2,704	6
PH 2	7	1,841	4
PH 3	7	1,841	4
PH 4	7	3,898	7
PH 5	7	1,841	4
PH 6	7	1,841	4
PH 7	7	2,704	6

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100,000

COMMON ELEMENTS: The common elements consist of all parts of the Property other than the units, including, without limitation, the limited common elements and the following: (a) The Property subject to the reservation of mineral and metallic mines; (b) the foundations, girders, columns, beams, supports, main walls, unfinished perimeter and load-bearing walls, halls, corridors, foyers, stairs, stairways, lobbies and entrances and exits to and from the building; (c) the basements, yards, landscaping, recreational facilities, (including roof sundeck, swimming pool and its machinery and pool deck), driveways, walkways and storage spaces not located within apartments; (d) all areas for the use of the janitors and other persons employed in the operation of the property; (e) all ducts, conduits, wiring, pipes, electrical equipment, pumps, chutes, lines and other central and appurtenant transmission facilities and installations over, under, across and through the project which serve more than one apartment for services such as power, light, gas, hot and cold running water, swimming pool water and power, sewer, telephone, radio, heating, refrigeration, incinerators, garbage disposal, air-conditioning, television, sprinkler systems and all other services provided to more than one apartment or to other common elements; (f) one automatic electric passenger elevator with shaft, housing and all appurtenant equipment, and all tanks, pumps, motors, engines, fans, compressors, machinery and equipment installed in or on said property; and (g) any and all other apparatus, installations, machinery and space, of and in common use, and all other parts of the property necessary or convenient to the existence, maintenance and safety thereof and of the occupants thereof, or normally in common use.

LIMITED COMMON ELEMENTS: The limited common elements and the units to which their use is reserved are the following: (a) Each of the parking spaces is reserved for the use of the unit bearing the number corresponding to the number by which such space is designated on said Condominium Map. The designation of the number by which any such space is designated on said Condominium map may be amended by written instrument signed by the Owner of the unit bearing the number by which such space is designated immediately prior and subsequent to such amendment, filed in the Bureau of Conveyances. (b) The roof area above the sixth floor, except for the area reserved to all owners for sundeck purposes, is appurtenant to and for the sole and exclusive use of the owner of apartment PH 4 and access thereto may be obtained by such owner through the ceiling of such apartment or by extending the elevator above the seventh floor, provided however, that the plans for such access shall first be approved by the Board of the Association of Owners, which approval shall not be unreasonably withheld, and provided further, that such access shall not interfere with or impair the structural integrity of the building, and shall be at the cost and expense of the owner of apartment PH 4. (c) Storage areas within the first floor common element designated as appurtenant to specific apartments.

INTEREST TO BE CONVEYED TO PURCHASER: The percentages of undivided interest in the common elements appertaining to each apartment are as set forth under the subject heading "DESCRIPTION".

PURPOSE OF THE BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration states that the building shall at all times be occupied and used only for residential purposes. The apartments shall not be rented by the owners thereof for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days; or (b) any rental where 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 bell boy service. Other than the foregoing obligations, the owners of the respective apartments shall have the absolute rights to lease same provided that said lease is made subject to the covenants and restrictions contained in the declaration, the by-laws and regulatory agreement.

OWNERSHIP TO TITLE: The Notice of Intention submitted to the Commission on November 19, 1970, reflects that the fee title to the parcel of 35,800 square feet is vested in James P. Wohl and Louise E. Wohl as tenants in common. The Certificate of Title of May 4, 1970 and continuation thereof of November 5, 1970 by Security Title Corporation, a Hawaii corporation, verified that the title to the parcel committed to the Horizontal Property Regime is vested in said fee simple owners.

Further, said report of title reflects that Hale Moana Associates is lessee under that certain lease dated June 1, 1970, made by and between the said lessee and

the said fee owners as lessors, for a term of ninety (90) years from June 1, 1970, filed in the records of the Bureau of Conveyances, State of Hawaii in Book 7122 at Page 138.

ENCUMBRANCES AGAINST TITLE: The May 4, 1970 Title Report of Security Title Corporation, as supplemented November 5, 1970 lists the above mentioned lease dated June 1, 1970 as an encumbrance. In addition, the Title Report shows: A Mortgage dated August 13, 1962, recorded in the Bureau of Conveyances in Book 4337 at Page 442, made by John L. Musser and Myrtle H. Musser as Mortgagors, to American Security Bank, as Mortgagees to secure the repayment of \$17,000, any additional advances and other amounts secured thereby, all according to the terms of the promissory note of Mortgagors therein referred to. Said Mortgage was assigned on October 15, 1962 to the Employees Retirement System of the State of Hawaii and recorded in the Bureau of Conveyances in Book 4430 at Page 159; Mortgage recorded August 18, 1969 in the Bureau of Conveyances in Book 6645 at Page 400, made by James P. Wohl, Mortgagor, and affecting the 1/2 interest of said James P. Wohl only, to William Peleiholani and Elizabeth Peleiholani, as Mortgagees, to secure the repayment of the sum of \$23,382.50, and additional advances and other amounts secured thereby, all according to the terms of that certain promissory note referred to in said Mortgage.

Note: Developer advises that the principal balance remaining unpaid on the Mortgage in favor of American Security Bank is approximately \$14,500.00. Developer advises that the principal balance remaining unpaid on the Mortgage in favor of William and Elizabeth Peleiholani is approximately \$15,588.34. Developer further advises that the notes evidenced by said Mortgages will be paid in full prior to the closing of the building loan, and the Mortgages referred to released by the respective Mortgagees on or before such date. Each purchaser will be conveyed a lease to his apartment and the respective interests in the common elements with special rights in the limited common elements as set forth herein, free and clear of all encumbrances.

For 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 Third Division.

PURCHASE MONEY HANDLING: A copy of the executed escrow agreement, dated November 19, 1970, identifies First Hawaiian Bank as "Escrow". On examination, the specimen Reservation Agreement and Contract of Sale and the executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes. The language in the specimen contracts illustrates compliance with the requirements of Sec. 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 said purchaser, without interest and less Escrow's \$10.00 cancellation fee, if purchaser shall in writing request refund of his funds and any one of the following shall have occurred:

- (a) Escrow receives a written request from Developer to return to purchaser the funds of such purchaser then held by Escrow; or
- (b) If a 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 a county officer having jurisdiction over the issuance of permits for construction of buildings, unless the purchaser has given written approval or acceptance of specific change; or
- (c) If a purchaser's funds were obtained prior to the issuance of a final public report and the request is prior to the time the final public report is issued; or
- (d) 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

- (e) If the final public report is not issued within one year from the date of issuance of the preliminary public report.

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

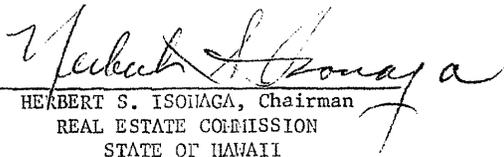
MANAGEMENT AND OPERATIONS: No management contract has been submitted as part of this registration. The proposed By-Laws of Association of Apartment Owners place the power and duty with the Board of Directors to properly administer the affairs of the project. The Board of Directors is specifically empowered to employ a responsible managing agent to manage and control the property.

STATUS OF PROJECT: At the date of the issuance hereof, no building contract has been executed and the financing of the project has not been completed. Both of these matters, the Developer indicates, should be consummated before December 31, 1970. The documents pertaining to construction, contractor's warranty and financing will be submitted upon application for the Final Public Report. Construction, the Developer indicates, should be completed within twelve (12) months from the execution of the construction contract. The contractor and financing institutions have not been as yet identified.

The specimen Reservation Agreement and Contract of Sale state that in the event fewer than 35 apartments are sold prior to September 30, 1971, Developer may at its option cancel the contract and will cause Escrow Agent to refund to Buyers all monies paid without interest. It further states that if said apartment building is not completed and ready for occupancy on or before December 31, 1972, the obligations of both Buyer and Developer shall terminate and all sums paid by Buyer shall be refunded without interest. The completion date of December 31, 1972 shall be extended for any period of time during which Developer is actually and necessarily delayed in completing construction if said delay is caused by conditions beyond the control of Developer. 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 November 19, 1970.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 357 filed with the Commission on November 19, 1970.

The report when reproduced, shall be a true copy of the Commission's public report. In making facsimiles, the paper stock must be yellow in color.


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

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Registration No. 357
December 3, 1970

