

# 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

NEWTOWN VILLA II  
Kilepa Place  
Waimalu, Ewa, Oahu, Hawaii

Registration No. 1087

### **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: July 2, 1979  
Expires: August 2, 1980

#### SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED February 7, 1979 and INFORMATION SUBSEQUENTLY FILED AS OF June 8, 1979. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME LAW, CHAPTER 514A, HAWAII REVISED STATUTES.

1. NEWTOWN VILLA II is a fee simple residential condominium project consisting of 35 single family detached apartments, each of which includes a double carport.

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

3. The Developer reports that the basic documents (Declaration of Horizontal Property Regime, with By-Laws of the Association of Apartment Owners attached, and a copy of the approved Floor Plans) have been recorded at the Bureau of Conveyances.

The Declaration of Horizontal Property Regime executed, with By-Laws attached, was recorded and Document No. 943031 on June 4, 1979.

The Floor Plans have been designated Condominium File Plan 374.

The Declaration as to Merger of Increments in a Condominium Project, Consolidation Agreement and Irrevocable Power of Attorney, was submitted to the Commission and has been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 926491, dated March 7, 1979.

4. No advertising and promotional matter have 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 514A, Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

6. This Final Public Report is made a part of the registration on NEWTOWN VILLA II condominium project. The Developer is responsible for placing this Final Public Report (white paper stock) in the hands of all purchasers and prospective purchasers and for securing a signed copy of the Receipt for same from each purchaser and prospective purchaser.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, July 2, 1979, unless a Supplementary Public Report is issued, of the Commission, upon the review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: NEWTOWN VILLA II

LOCATION: The approximately 207,015 square feet of fee simple land committed to the regime is situated in Waimalu, Ewa, Oahu.

TAX KEY: 9-8-60-19

ZONING: A-1 (Apartment)

DEVELOPER: Venture Fifteen, Inc., a Hawaii corporation, whose principal place of business is 2024 North King Street, Honolulu, Hawaii, and whose telephone number is 8474241. The offices of the corporation are:

President	Herbert K. Horita
Vice-presidents	Masakazu Horita & Kazuaki Tanaka
Treasurer	Iwao Kishimoto
Secretary	Kinji Kanazawa

ATTORNEY REPRESENTING DEVELOPER: KINJI KANAZAWA; Suite 301 Town Tower at Harbor Square; 225 Queen Street; Honolulu, Hawaii; 96813; Telephone: 5247180.

DESCRIPTION OF PROJECT: The proposed project is a planned residential housing development consisting of 35 single family detached apartments described as follows:

Model 1260-A: Palm A

Living Area	1,264 sq. ft.
Covered Entry	24
Carport and Storage	<u>369</u>

1,657 sq. ft.

3-bedrooms, 2 baths  
One-story, split level with attached carport  
Wood floor throughout  
Sloped ceiling over living and dining, kitchen and master bedroom.

There will be eleven Model 1260-A units in the Project.  
(Units 2, 4, 6, 8, 10, 12, 25, 27, 29, 31, 33)

Model 1260-B: Palm B

Similar with Model 1260-A except for a difference in roof design and certain exterior wall feature.

There will be eleven Model 1260-B units in the Project.  
(Units 1, 3, 5, 7, 9, 11, 13, 26, 28, 30, 32)

Model 1332-Ar: Elm A

Living Area	1,348 sq. ft.
Covered Entry	24
Carport and Storage	<u>392</u>

1,764 sq. ft.

3-bedrooms, 2 1/2 baths  
2-story with carport partially below second floor  
Wood floor throughout second floor  
Concrete floor throughout first floor  
This model is a reversed Model 1332-A floor plan and design.

There will be one Model 1332-Ar unit in the Project.  
(Unit 24)

Model 1332-Ar Modified: Elm A

Living Area	1,348 sq. ft.
Covered Entry	24
Carport and Storage	<u>400</u>

1,772 sq. ft.

Model 1332-Ar Modified is similar to Model 1332-A except the entrance to the garage is from the side instead of from the front end of building.

There will be one Model 1332-Ar Modified unit in the Project.  
(Unit 34)

Model 1332-B Modified: Elm B

Similar with 1332-A except for a difference in roof design, certain exterior wall feature, and the entrance to the garage is from the side instead of from the front end of building.

There will be one Model 1332-B Modified unit in the Project.  
(Unit 35)

Model 1332-Br: Elm B

Model 1332-Br is a reversed Model 1332-B floor plan and design.

There will be one Model 1332-Br unit in the Project.  
(Unit 17)

Model 1455-A: Koa A

Living Area	1,455 sq. ft.
Covered Entry	84
Carport and Storage	<u>393</u>
	1,932 sq. ft.

3-bedrooms, 2 1/2 baths  
Semi 2-story with carport below portion of second floor  
Wood floor throughout second floor  
Concrete throughout first floor  
Sloped ceiling over major portion of living room

There will be two Model 1455-A units in the Project.  
(Units 19, 22)

Model 1455-B: Koa B

Similar to Model 1455-A except for a difference in roof design and certain exterior wall feature.

There will be one Model 1455-B unit in the Project.  
(Unit 20)

Model 1455-Br: Koa B

Model 1455-Br is a reversed Model 1455-B floor plan and design.

There will be one Model 1455-Br unit in the Project.  
(Unit 15)

Model 1470: Teak

Living Area	1,470 sq. ft.
Covered Entry	102
Carport and Storage	<u>381</u>
	1,953 sq. ft.

3-bedrooms, 2 1/2 baths  
Semi 2-story with carport below second floor  
Wood floor throughout second floor  
Concrete floor throughout first floor  
Sloped ceiling over living and dining rooms  
Pitch and gravel canopy over entry and walk and over a portion of carport front.

There will be four Model 1470 units in the Project.  
(Units 16, 18, 21, 23)

Model 1470r: Teak

Model 1470r is a reversed Model 1470 floor plan and design.

There will be one Model 1470r unit in the Project.  
(Unit 14)

General Description of All Models

Roof	Shake roofing
Exterior Wall	2"x4" studs 16" on center with Primed X-90 Hardboard siding; 7/16" thick on the outside finished with 1 coat heavy body stain and 1/2" Gypsum board inside.
Interior Partition	2"x4" studs: non-bearing walls with metal studs at 24" o.c. with 1/2" Gypsum board on either side.
Finish on Gypsum board walls	Spray-on finish.
Ceiling	Flat and sloped type ceiling (see individual feature list on location) of 1/2" Gypsum board with blown acoustic finish.
Floor Base	Concrete floors throughout except for 5/8" treated plywood at all second floors and split-level models (1260-A and 1260-B).
Floor Covering	Carpet throughout except kitchen, baths and utility which shall receive vinyl asbestos floor tile. The foyer floors of model series Palm, Koa and Teak shall be of vinyl asbestos tile.

Each of the dwelling units shall have immediate access to the surrounding grounds which forms a part of the "apartment space" and said "apartment space" shall have immediate access to the interior road, which is a common element, leading out into the public streets.

Inclusions and Limits of Apartment: Thirty-five (35) freehold estates shall be created consisting of the space or area described and delineated and numbered from 1 to 35 on sheet S-1 of the condominium map prepared by Pacific Engineers, dated April 27, 1979. Said spaces shall be deemed to include all of the air spaces enclosed, measured by its perimeter boundaries as delineated on said sheet S-1. The apartment spaces shall extend on a vertical plane upward from the surface of the lot, but not including the sub-surface or any area below except dwelling unit foundations, foundation footings for walls and structures and sub-surface planting. Each apartment shall include the specific dwelling unit and garage to be constructed therein as shown on the condominium map, and all ducts, pumps, pipes, conduits, wires and other utility lines running through such apartment space which do not serve or are not utilized by any other apartment space, but excluding any such which do serve or are utilized by any other apartment space, and excluding all easements shown on the condominium map, all of which shall be deemed common elements.

Appurtenant to each apartment shall be an interest in the non-exclusive easements in the common elements designed for purposes of ingress to and egress therefrom; utility services for and support of said apartment spaces; and in the other common elements for use according to their respective purposes.

COMMON ELEMENTS: A freehold estate consisting of the remaining portion of the real property, being the common areas and facilities and herein referred to as the "common elements". The common elements shall include, but are not limited to the following:

- (a) The land in fee simple;
- (b) The ducts, pumps, pipes, wires, conduits, and generally all equipment, apparatus, installations and personal property existing for common use on the land;
- (c) All roads, sidewalks and other common ways, street lights, landscaping within the common areas, sewers, drains and ditches situate on the land and existing for common use and all easements shown on the Condominium Map;
- (d) All utility installations which serve more than one apartment space;
- (e) All portions of the Project not deemed to be included as an apartment space.

LIMITED COMMON ELEMENTS: Portions of the common elements are set aside and designated as "limited common elements". Each apartment space will have as an appurtenance thereto, all for the exclusive use of such apartment space, the site of each dwelling unit, consisting of the land beneath such dwelling, together with the land area adjacent to each dwelling unit enclosed by the perimeter boundaries of each lot, all as shown on the Site Plan (Sheet S-1).

The ownership of each apartment space shall include the dwelling unit constructed therein and the respective undivided interest in the common elements and the right to exclusive use of the limited common elements appurtenant to such apartment space.

INTEREST TO BE CONVEYED PURCHASER: Each apartment space shall have appurtenant thereto an undivided 2.857 percentage interest, called the "common interest", in the common elements for all purposes, including voting, except that apartment space 1 shall have an undivided 2.862 percentage interest. However, with each successive merger, the percentage interest in the common elements shall be correspondingly adjusted as provided in the Declaration as to Merger hereinbelow described.

Each apartment space owner shall be liable for and pay a share of the common expenses in proportion to the common interest in the common elements appurtenant to said apartment spaces. In addition, each apartment owner shall be required to pay an additional fee for the operation, maintenance, repair, replacement and administration of the Newtown Estates Recreational Center facility and "green-belt" areas. The amount of the fee for the Newtown Estates Recreational Facility shall be set by the Newtown Estates Community Association and may be collected through the NEWTOWN VILLA II Apartment Owners Association.

USE AND RESTRICTIONS ON APARTMENT SPACES: The purpose for which the apartment spaces are intended and restricted as to use is residential; provided, that this shall not be construed to prohibit the renting or leasing of said apartment spaces for profit, individually or otherwise, so long as the ultimate tenant thereof uses the apartment space as a place in which to reside as distinguished from a place in which to carry on a trade or business; provided further, that no apartment space shall be rented by the owner or owners thereof for transient or hotel purposes. No apartment space owner may lease less than the entire apartment space and all leases must be in writing.

The House Rules provide in part: (1) There shall be a maximum of ten (10) people per three-bedroom apartment space; (2) The riding of bicycles, tricycles, scooters, skates or skateboards is prohibited anywhere in the common areas. Ball playing and related activities will also be prohibited in the common areas; and (3) Parking within the common areas will be permitted only on designated areas.

NOTE: The owners shall be responsible for the care and maintenance of any yards, dwelling units, lanais, fences, walls, entry courts, garages, etc., which are included in their respective apartment spaces. Each owner of a unit will landscape the yard area as required by the Architectural Committee of the Newtown Estates Community Association. The owners may not, however, paint or otherwise decorate their respective dwelling units without the prior approval of the Board of Directors and the Architectural Committee of Newtown Estates.

OWNERSHIP TO TITLE: The Continuation of the Land Court Letter prepared by Long and Melone, Ltd., dated May 4, 1979, states that present fee simple ownership of the land to be committed to the project is vested in Venture Fifteen, Inc., the developer.

ENCUMBRANCES AGAINST TITLE: Said Continuation of the Land Court Letter reports that title to the land is subject to the following encumbrances:

- (1) EASEMENT 126 (10 feet wide)  
As shown on: Map 33, filed with said Application  
950 (amended)  
Purpose : Water
- (2) GRANT OF EASEMENT  
In Favor Of: City and County of Honolulu, Board of  
Water Supply  
Dated : February 21, 1975  
Filed as Land Court Document No. 735013.  
Purpose : To construct &c underground water pipeline  
or pipelines &c  
Location : Over, under and across said Easement
- (3) EASEMENT 127 (5,357 square feet)  
As shown on: Map 33, filed with said Application 950  
(amended)  
Purpose : Utility and road

- (4) GRANT OF EASEMENT  
 In Favor Of: City and County of Honolulu, Board of  
 Water Supply  
 Dated : May 30, 1975  
 Filed as Land Court Document No. 722943.  
 Purpose : To construct &c underground water  
 pipeline or pipelines &c  
 Location : Over, under, across and through said
- (5) MORTGAGE  
 Mortgagor(s): Shigeru Horita, et al  
 Mortgagee(s): First Hawaiian Bank  
 Dated : October 7, 1971  
 Filed as Land Court Document No. 558596.  
 To Secure : \$4,000,000.00
- SUBORDINATION AGREEMENT  
 By : Joseph Skinner and David Place, Trustees  
 under Trust Agreement dated July 27,  
 1970, and known as the Austin Waimalu  
 Real Estate Trust and Bishop Trust  
 Company, Limited, Trustee under the  
 Will and of the Estate of Edith Austin,  
 deceased.  
 Dated : November 10, 1971  
 Filed as Land Court Document No. 558597  
 Subordinates Mortgage dated December 1, 1970, filed  
 as Land Court Document No. 520695 to Mortgage dated  
 October 7, 1971, filed as Land Court Document No.  
 558596.
- (6) ADDITIONAL CHARGE MORTGAGE AND ADDITIONAL SECURITY  
 Mortgagor(s): Shigeru Horita, et al  
 Mortgagee(s): First Hawaiian Bank  
 Dated : June 20, 1972  
 Filed as Land Court Document No. 624069  
 To Secure : \$1,000,000.00  
 Additional Charge and Additional Security to Mortgage  
 filed as Land Court Document No. 558596.
- SUBORDINATION AGREEMENT  
 By : Joseph Skinner and David Place, Trustees  
 under Trust Agreement dated July 27,  
 1970, and known as Austin Waimalu  
 Real Estate Trust and Bishop Trust  
 Company, Limited, Trustee under the  
 Will and of the Estate of Edith Austin,  
 deceased  
 Dated : March 21, 1973  
 Filed as Land Court Document No. 624070.  
 Subordinates Mortgage dated December 1, 1970, filed  
 as Land Court Document No. 520695 to instrument dated  
 June 20, 1972 filed as Land Court Document No. 624069.
- (7) ADDITIONAL CHARGE MORTGAGE AND ADDITIONAL SECURITY  
 Mortgagor(s): Shigeru Horita, et al  
 Mortgagee(s): First Hawaiian Bank  
 Dated : February 26, 1975  
 Filed as Land Court Document No. 711830  
 To Secure : \$4,200,000.00  
 Additional Charge and Additional Security to Mortgage  
 filed as Land Court Document No. 558596

SUBORDINATION AGREEMENT

By : Joseph Skinner and David Place, Trustees under that certain Trust Agreement dated July 27, 1970, establishing the Austin Waimalu Real Estate Trust, and Bishop Trust Company, Limited, as Trustee under the Will and of the Estate of Edith Austin, deceased, Shigeru Horita, husband of Mitsue Horita, and Iwao Kishimoto, husband of Yaeko Kishimoto, Authorized General Partners as Joint Tenants for, on behalf of, and in the name of Oceanview Ventures, a Hawaii Limited Partnership and First Hawaiian Bank.

Dated : February 21, 1975

Filed as Land Court Document No. 711831.

Subordinates Mortgage dated December 1, 1970, filed as Land Court Document No. 520695 to instrument dated February 26, 1975, filed as Land Court Document No. 711830.

(8) FINANCING STATEMENT

Debtor(s) : Oceanview Ventures

Secured Party: First Hawaiian Bank

Recorded February 27, 1975 in the Bureau of Conveyances in Book 10482, Page 294.

(9) Master Declaration of Covenants, Conditions and Restrictions for the Newtown Estates, dated May 26, 1972 filed as Land Court Document No. 582929.

(10) MORTGAGE

Mortgagor(s): Shigeru Horita, husband of Mitsue Horita, and Iwao Kishimoto, husband of Yaeko Kishimoto, Authorized General Partners as Joint Tenants for, on behalf of, and in the name of Oceanview Ventures, a Limited Partnership

Mortgagee(s): Joseph Skinner and David Place, Trustees under Trust Agreement dated July 27, 1970 and known as the Austin Waimalu Real Estate Trust and Bishop Trust Company, Limited, Trustee under the Will and of the Estate of Edith Austin, deceased.

Dated : December 1, 1970

Filed as Land Court Document No. 520695.

To Secure : \$18,600,000.00

(11) For information on real property taxes that may be due and owing, check with Tax Assessor for the First Division.

(12) Declaration as to Merger of Increments in a Condominium Project, Consolidation Agreement and Irrevocable Power of Attorney dated February 5, 1979, filed as aforesaid as Land Court Document No. 926491.

NOTE: The Developer advises that the above mortgages, security agreements and financing statements will be partially released prior to Purchaser's close of escrow with respect to Newtown Villa II (Lot 1139, Map 53, Land Court Application 950).

PURCHASE MONEY HANDLING: An Escrow Agreement dated February 3, 1979, has been executed and a copy of same has been filed with the Commission. The Escrow Agent is Developers Escrow Services, Inc., a Hawaii corporation. Upon examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in consonance with Chapter 514A, Hawaii Revised Statutes, and particularly Section 514A-39 and 514A-63 through 514A-66.

The specimen Sales Contract provides, among others, that (1) the Buyer agrees that the Developer's interim construction mortgage loan and any renewals, extensions or modifications thereof shall be and remain at all times a prior and superior lien on the project, and the Buyer understands that the Buyer's Sales Contract is subject and subordinate to the prior liens mentioned above; (2) Buyer agrees to be bound by all of the terms, covenants and conditions contained in all condominium documents relating to NEWTOWN VILLA II including his share of payment of the common expenses; (3) Buyer agrees that interest, if any, on deposits will belong to the Seller.

It is incumbent upon the purchaser and prospective purchaser that they read with care the Sales Contract and the executed Escrow Agreement. The latter Agreement establishes how the proceeds from the sale of condominium units are placed in trust, as well as the retention and disbursement of said funds.

MERGER OF INCREMENTS: The Declaration of Horizontal Property Regime on NEWTOWN VILLA II is specifically made subject to the Declaration as to Merger of Increments in a Condominium Project, Consolidation Agreement and Irrevocable Power of Attorney dated February 5, 1979, a copy of which has been provided the Commission.

This Declaration as to Merger of Increments in a Condominium Project provides for the possible merger of NEWTOWN VILLA II, (Lot 1139, Map 53, Land Court Application 950) with the adjoining condominium project identified as NEWTOWN VILLA I described on Lot 1138, Map 53, Land Court Application 950 and Lot 1140, Map 53, Land Court Application 950. In connection therewith certain easements are reserved over the common elements of NEWTOWN VILLA II and purchasers will be granting the Developer their power of attorney to effectuate any such mergers and to consolidate the subdivided lots of the merged Project into a single lot. It is incumbent upon the purchaser and prospective purchaser that they carefully review this Declaration as to Merger of Increments in a Condominium Project.

MANAGEMENT AND OPERATIONS: Operations and administration of the project shall be conducted for the Association by a responsible Managing Agent who shall be appointed by the Association in accordance with the By-Laws. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in the Horizontal Property Act. An executed Management Contract identifies Island Management and Leasing Services, Inc., 2119 North King Street, Honolulu, Hawaii, as the initial Managing Agent.

PROGRAM OF FINANCING: The Developer has obtained an interim construction loan and a commitment for permanent take-out loans (for qualified individual buyers) from International Savings & Loan Association.

STATUS OF PROJECT: The Developer has advised that construction of the project is expected to begin August 1, 1979, and be completed by January, 1980.

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The purchaser or prospective purchaser should be cognizant of the fact that this report represents information disclosed by the Developer in the required Notice of Intention submitted February 7, 1979, and information subsequently filed as of June 8, 1979.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1087 filed with the Commission on May 31, 1979.

This report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be of white paper stock.

  
\_\_\_\_\_. (for)  
AH KUO YOUNG, CHAIRMAN  
REAL ESTATE COMMISSION  
STATE OF HAWAII.

Distribution:

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

REGISTRATION NO. 1087

Dated: July 2, 1979