

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 KALOAPAU
Honolulu, Hawaii

REGISTRATION NO. 392

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: August 3, 1971
Expires: September 3, 1972

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 JUNE 28, 1971. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514, HAWAII REVISED STATUTES.

1. Hale Kaloapau is a proposed fee simple condominium consisting of seventy-two (72) town house apartments arranged throughout ten (10) detached buildings. The town houses are each two stories in height. Each apartment has the exclusive right to use two parking stalls.
2. No advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
3. 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 Regime.
4. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance August 3, 1971, unless a Final 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 KALOAPAU

LOCATION: In Mililani Town off Kamehameha Highway between Pearl City and Wahiawa, Oahu, Hawaii.

TAX KEY: 9-5-01-52

ZONING: R-6 (A-1 Apartment District Pending) (Attention is called to the fact that the property is now zoned R-6. The Developer has applied for A-1 Apartment District zoning. Developer has advised the Commission that it will not request for a Final Public Report prior to the time that the property has been zoned A-1 Apartment District or such other zoning as will permit the construction and use contemplated. The Developer further advises that the project will be discontinued and all purchasers' monies refunded in the event the property is not rezoned to permit the use contemplated.)

DEVELOPER: MILILANI TOWN, INC., Suite 800, 700 Bishop Street, Honolulu, Hawaii.

Directors

Stanley Baird
H. B. Clark, Jr.
W. G. Haight
R. A. Minckler
H. F. Mosher
Duane Newton
C. J. Pietsch, Jr.
D. D. Rietow
Stanley Rosch
R. Y. Tsuyemura

Officers

W. G. Haight, President
Wendell Brooks, Jr., Vice President and General Manager
George Yim, Vice President and Secretary
Stanley Lee, Controller
R. A. Minckler, Treasurer

Alternates

Robert S. Gordon
David Zundel
Wendell Brooks, Jr.

ATTORNEY REPRESENTING DEVELOPER: JENKS, KIDWELL, GOODSILL & ANDERSON (Attention: Walter E. Bliss), 16th Floor, Castle & Cooke Building, Financial Plaza of the Pacific, Honolulu, Hawaii - Phone 531-5066.

DESCRIPTION: There will be ten (10) buildings, each building containing four (4) or more apartments. Each building shall be constructed primarily of concrete and wood. The buildings are appropriately spaced throughout the 5.153 acres of land and one should look at the Condominium Map for the location of the various apartments and buildings. Each apartment is situated within an area designated as a homesite which is set aside for the exclusive use of such apartment. Each homesite area opens into a roadway or walkway which is a common area and which leads to a public roadway as shown on the Condominium Map.

The apartment numbers, the approximate size of the home site within which each apartment is situated, the approximate area of each apartment and the number of rooms contained in each apartment are as follows:

<u>Apartment No.</u>	<u>Homesite Area (sq. ft.)</u>	<u>Apartment Area (sq. ft.)</u>	<u>Number of Rooms</u>
101	1304	938	8
102	1224	938	8
103	1224	938	8
104	1224	938	8
105	1224	938	8
106	1224	938	8
107	1224	938	8
108	1304	938	8
109	1304	938	8
110	1224	938	8
111	1224	938	8
112	1224	938	8
113	1224	938	8
114	1224	938	8
115	1224	938	8
116	1304	938	8
117	1304	938	8
118	1224	938	8
119	1224	938	8
120	1224	938	8
121	1224	938	8
122	1304	938	8
123	1304	938	8
124	1224	938	8
125	1224	938	8
126	1224	938	8
127	1224	938	8
128	1224	938	8
129	1224	938	8
130	1304	938	8
131	1304	938	8
132	1224	938	8
133	1224	938	8
134	1224	938	8
135	1224	938	8
136	1224	938	8
137	1224	938	8
138	1304	938	8
139	1304	938	8
140	1224	938	8
141	1224	938	8
142	1224	938	8
143	1224	938	8
144	1224	938	8
145	1224	938	8
146	1304	938	8
147	1224	938	8
148	1224	938	8
149	1224	938	8
150	1224	938	8
151	1224	938	8
152	1224	938	8
153	1224	938	8
154	1304	938	8
155	1304	938	8
156	1224	938	8
157	1224	938	8
158	1224	938	8
159	1224	938	8
160	1224	938	8

<u>Apartment No.</u>	<u>Homesite Area (sq. ft.)</u>	<u>Apartment Area (sq. ft.)</u>	<u>Number of Rooms</u>
161	1224	938	8
162	1304	938	8
163	1304	938	8
164	1224	938	8
165	1224	938	8
166	1304	938	8
167	1304	938	8
168	1224	938	8
169	1224	938	8
170	1224	938	8
171	1224	938	8
172	1304	938	8

The apartments, each being an apartment within the meaning of that term as used in the Horizontal Property Act, consist of (i) all of the areas or spaces enclosed by walls and roofs within the apartment boundaries as delineated by perimeter boundaries upon said Condominium Map, and (ii) that portion of the lanais (on the ground level) which is covered by roof or overhang as shown on said Condominium Map, but shall not include the following: (a) The foundation, exterior walls (including doors and windows), roofs, floors and load-bearing walls, beams and columns of all buildings and all perimeter or party walls separating two apartments; and (b) All pipes, wires, conduits and other utility or service lines which are utilized for or serve another or more than one apartment.

Each apartment shall be deemed to include all interior nonload-bearing walls and all inner decorated or finished surfaces of all floors and of all perimeter or party walls and finished surfaces of interior load-bearing walls and all fixtures originally installed in the apartment space.

HOMESITE: Each apartment, as depicted upon the Condominium Map, is contained within a larger space depicted upon said Condominium Map and denominated homesite.

COMMON ELEMENTS: The common elements within the meaning of that term as used in the Horizontal Property Act include the land together with all improvements and vegetation thereon, but excluding therefrom the apartments as described above.

LIMITED COMMON ELEMENTS: All common elements situated within a homesite except as hereafter set forth, are limited common elements restricted to the use of the apartment situated within said homesite including the surface finish facing on the homesite of perimeter walls and fences. Excluded as a limited common element restricted to the use of the apartment within said homesite are perimeter walls and fences and all pipes, wires, conduits and other utility or service lines which are utilized for or serve another or more than one apartment. Each apartment has the exclusive right to use the two parking stalls bearing the number of such apartment which are shown on the Condominium Map.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided 1/72 interest in all common elements of the project and in all common profits and expenses of the project and for all other purposes, including voting.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The buildings and apartments and common elements shall be used only for a private dwelling for the owner, his family, tenants and social guests and such other purposes as are permitted by the Declaration of Covenants, Conditions and Restrictions (known as the Mililani Town Covenants) filed in the Office of the Assistant Registrar of the Land Court of Hawaii as Land Court Document No. 441561, as amended by Land Court Document No. 445150.

DESCRIPTION OF LAND: Lot 3/89, area 5.153 acres, as shown on Map 302, filed in the Office of the Assistant Registrar of the Land Court of Hawaii with Land Court Application 1000, being a portion of the property described in Transfer Certificate of Title No. 131,917.

OWNERSHIP OF TITLE: The Notice of Intention states that the ownership of title is vested in Mililani Town, Inc. The Preliminary Title Report dated June 3, 1971 prepared by Title Guaranty of Hawaii, Incorporated confirms the fact that Mililani Town, Inc., owns title to the land involved.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report dated June 3, 1971, prepared by Title Guaranty of Hawaii, Incorporated reveals the following encumbrances against the land:

1. Real property taxes for the fiscal year 1970-1971 now a lien, the first installment having been paid.
2. Additional Charge and Additional Security Mortgage made by MILILANI TOWN, INC., in favor of AETNA LIFE INSURANCE COMPANY dated June 18, 1969, filed as Land Court Document No. 476187, which Mortgage was amended by Land Court Document No. 476649.
3. Mortgage made by MILILANI TOWN, INC., to CASTLE & COOKE, INC., dated June 18, 1969 filed as Land Court Document No. 476188. CASTLE & COOKE, INC., Mortgagee under Document No. 476188, subordinates said Mortgage to Additional Charge and Additional Security Mortgage filed as Document No. 476187, as set forth by Subordination Agreement dated June 18, 1969 filed as Document No. 476650.
4. Reservation of easements for access, drainage, water and utilities over the land under search as set forth in Deed dated June 18, 1969 filed as Land Court Document No. 476186 between CASTLE & COOKE, INC., and MILILANI TOWN, INC.

NOTE: The Developer has advised that easements reserved in said Land Court Document No. 476186 will be released prior to the issuance of a deed for any of the apartments.

The Developer has advised that easements will be granted for underground sewer and electric lines prior to the issuance of the Final Public Report.

The Developer has advised the Commission that the property is not now submitted to the Mililani Town Declaration of Covenants, Conditions and Restrictions (known as the Mililani Town Covenants) filed in the Office of the Assistant Registrar of the Land Court of Hawaii as Land Court Document No. 441561, as amended by Land Court Document No. 445150, but will be so submitted prior to the issuance of a Final Public Report.

The documents filed with the Notice of Intention reveal that the Developer has reserved the right to grant the State of Hawaii, City and County of Honolulu, or any other governmental agencies or any public utility or other corporation easements under such terms and conditions as it shall deem appropriate in any of the easement areas shown on maps filed in the Office of the Assistant Registrar of the Land Court of Hawaii with Land Court Application 1000, being the easement areas referred to above, and it further states that each purchaser will be obligated upon request to join in the granting of any such easement.

PURCHASE MONEY HANDLING: A copy of the executed escrow agreement dated June 21, 1971, identifies Bank of Hawaii, a Hawaii corporation, as the escrow agent. On examination, the specimen Deposit Receipt and Contract of Sale and executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Section 514-14. The Escrow Agreement provides that if the Purchaser purchases prior to the issuance of a Final Public Report he can cancel the contract and obtain a refund of his money if (a) (i) the Final Public Report is not issued within one year from the date of issuance of the Preliminary Public Report, or (ii) there is any change in the condominium building plans subsequent to the execution of the sales contract

and prior to the issuance of said Final Public Report and Seller fails to obtain Purchaser's written approval or acceptance of the specific change, or (iii) the Final Public Report differs in any material respect from the Preliminary Public Report, and (b) Purchaser delivers notice in writing to Seller and Escrow Agent prior to the expiration of ten (10) days after receipt by Purchaser, or any one of them if Purchaser is more than one person, of a copy of said Final Public Report.

The specimen Deposit Receipt and Contract of Sale provides that Seller may at its option cancel the contract if less than 58 apartment units within the project are not sold to qualified purchasers by November 1, 1971.

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, the Escrow Agreement, establishes how the proceeds from the sale of the apartments and all sums received from any source are placed in trust as well as the retention and disbursement of said trust fund.

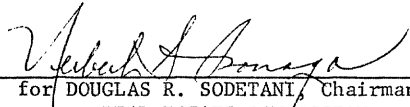
MANAGEMENT AND OPERATION: The Developer advised that the administration of the project shall be vested in the Association of Apartment Owners. The proposed By-Laws empower the Board of Directors to employ a managing agent to manage and control the project, subject to control by the Board. Mililani Town, Inc., is identified as the initial managing agent.

STATUS OF PROJECT: In the Notice of Intention, the Developer advised the Commission that it estimated construction would start October 1, 1971 and it estimated that the project would be completed March 31, 1972.

CONSTRUCTION OF BUILDINGS: The Developer stated in the Notice of Intention that the buildings would be constructed by the Developer, Mililani Town, Inc. It anticipates that it will sell and convey at least 58 apartments to Purchasers on or before commencement of construction. The Developer has stated it will post a Performance and Payment Bond which runs to all Purchasers and Honolulu Savings and Loan Company, Limited.

The Purchaser or prospective Purchaser should be cognizant of the fact that this public report represents information disclosed by the Developer in the required Notice of Intention submitted June 28, 1971.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 392 filed with the Commission on June 28, 1971. The report, when reproduced, shall be a true copy of the Commission's Public Report. In making facsimiles the paper stock shall be yellow in color.


for DOUGLAS R. SODEHANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

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

Registration No. 392
August 3, 1971