

# 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  
HALELOA II  
400 Haleloa Place  
Honolulu, Hawaii

REGISTRATION NO. 685

### 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 21, 1974  
Expires: July 21, 1975

#### 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MAY 10, 1974. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF CHAPTER 514, HAWAII REVISED STATUTES.

1. Haleloa II is a fee simple condominium project consisting of 36 residential units. The project will consist of sixplex apartment buildings, each with three stories (including the ground level), containing six apartments each.

This Preliminary Public Report is made a part of the registration of HALELOA II Apartments condominium project. The Developer is held responsible for placing this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed copy of the Receipt for Horizontal Property Regimes Preliminary Report from each purchaser and prospective purchaser is also the responsibility of the Developer.

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 has fulfilled all requirements for the issuance of this Preliminary Public Report.
3. The Declaration of Horizontal Property Regimes with By-Laws of the Association of Apartment Owners attached was recorded on May 8, 1974 in the Bureau of Conveyances of the State of Hawaii in Liber 9886, at Pages 241-312.

The Bureau of Conveyances has designated Condominium File Plan 353 to the project.

4. No advertising and promotional matter has been submitted pursuant to 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 months after date of issuance, June 21, 1974, 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: HALELOA II

LOCATION: The 18.897 acres of land which has been submitted to the Horizontal Property Regime is situated on the Northeast side of Kuliouou Stream at the end of Haleloa Place at 400 Haleloa Place, Honolulu, Hawaii.

TAX KEY: First Division, 3-8-06: 5

ZONING: Planned Development Housing passed by the City and County of Honolulu as Ordinance No. 4187.

DEVELOPER: TBS PACIFIC, INC., a Hawaii corporation, whose principal place of business and post office address is 205 Lewers Street, Honolulu, Hawaii. The officers of the corporation are: Tamao Morimoto, Chairman of the Board; Tadashi Sakamoto, President; Wataru Takahashi, Executive Vice President; Yukio Tokushima, Treasurer; and, James H. Kamo, Secretary.

ATTORNEYS REPRESENTING DEVELOPER: Jack H. Mizuha and Arthur S. K. Fong, 334 Alexander Young Building, Honolulu, Hawaii (Telephone No. 523-1617) Attn: Mr. Fong.

DESCRIPTION: The Declaration describes the project as follows:

1. Description of Building. The project will consist of 6 separate buildings, each with three stories (including the ground level). The buildings are numbered 410, 415, 420, 425, 430 and 435. Each building contains six apartments. Each apartment is designated by an alphabetical suffix lettered A through F. Each building is constructed principally of concrete floor slabs on the second and third floors, with the ground floor being of wood. The remainder of the building are of wood, wood siding, wallboard, and related materials.

2. Limits of Units. The respective apartments shall be deemed to include all walls and partitions within its perimeter walls, the interior decorated or finished surface of all perimeter walls, the floor surface of the concrete floor slab, any doors, glass windows or panels along the perimeter, the inner decorated or finished surfaces of the ceiling above the correspondingly numbered parking spaces in the carport adjacent to each respective apartment building as shown on the condominium map (including the areas bounded by the inner surfaces of the storage closet opening into the parking area specifically designed for each apartment), and the lanai adjacent to each apartment as shown on the condominium map to the inner decorated or finished surface of the perimeter wall. Each apartment also includes all built-in fixtures including the range, garbage disposal, water heater, rubbish compactor, dishwasher, and carpet and all air space encompassed within the apartment. Each apartment has immediate access to an adjacent entry lanai, and through the stairway, each of which opens directly on a pedestrian walkway through the carport.

Each apartment has an approximate 1,852 square feet and configuration as every other apartment, except that some are the mirror image of others (with the exception of the site and location of the parking and storage areas in the carport). Each apartment includes a living room, den adjoining the living room, dining area adjoining the living room, kitchen and laundry room, three bedrooms, vanity, three wardrobes, towel closet, two bathrooms, lanai and carport parking area with storage closet.

COMMON ELEMENTS: The common elements will include the limited common elements described on page 4 herefollowing and all other portions of the project other than the apartments, including specifically, but not limited to:

- (a) Said land in fee simple.

(b) All foundations, concrete slabs on ground floors (except for the floor surface thereof within each apartment), supports, and bearing walls (except the inner decorated or finished surfaces of perimeter walls), and roofs.

(c) All entry lanais, outside walkways, parking areas, retaining walls, fences, planted areas, grounds, driveways, and roadways.

(d) The rubbish enclosure areas, the lawn sprinkler system, and all ducts and appurtenant installations for common services, including ventilation, power, light, water, sewer, telephone and refuse disposal.

(e) All other parts of the project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein designated as "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments:

(a) The portion of the entry lanai consisting of the 3 feet immediately adjacent to each apartment shall be appurtenant to and for the exclusive use of said apartment.

(b) Each driveway area providing access to the carports in any building shall be appurtenant to and for the exclusive use of the units in the building or buildings to which it is immediately adjacent (except for the parking stalls specifically designated for guest parking, which are not limited common elements).

(c) The mail box assigned by corresponding number to each respective apartment.

Other Easements. In addition to the exclusive easements established in the limited common elements, the apartments and common elements shall also have and be subject to the following easements:

(a) Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes, for ingress to, egress from, utility services for, and support, maintenance and repair of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other apartments and common elements in the building in which the apartment is located for support.

(b) If any common elements now or hereafter encroaches upon any apartment or limited common element, or if any apartment now or hereafter encroaches upon any other apartment or common element, a valid easement for such encroachment and maintenance thereof, as long as it continues, does and shall exist. If a building or other improvements are partially or totally destroyed and then rebuilt, minor encroachments by any common element upon any apartment or by any apartment upon any other apartment due to construction shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist.

(c) The Association of Owners shall have the right, to be exercised by its Board of Directors or the Managing Agent, to enter each apartment and the limited common elements from time to time during reasonable hours as may be appropriate for the operation of the Project or at any time for making emergency repairs therein which may be necessary to prevent damage to any apartment or common element.

(d) Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments or limited common elements and serving his apartment. Each apartment and the limited common elements shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utilities and other common elements serving such other apartments and located in such units.

Alteration and Transfer of Interests. The common interest and easements appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all the apartment owners affected. The common interest and easements shall not be separated from the apartment to which they appertain and shall be deemed to be conveyed, leased or encumbered with such apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument.

INTEREST TO BE CONVEYED TO PURCHASER: The undivided interest in the common elements appertaining to each apartment shall be 1/36<sup>th</sup> fractional interest in all common elements of the project (herein called the "common interest"), and the same proportionate share in the common expenses of the project and for all other purposes including voting. In addition, each residential apartment shall have appurtenant thereto an exclusive easement to use the parking space or spaces designated as appurtenant to said apartment in the Apartment Deed covering said apartment.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The apartments shall be occupied and used as permanent single family residences, and for no other purposes. The apartment owners shall have the absolute right to rent or lease their apartments, subject to the limitations, restrictions, covenants and conditions contained in the Declaration or in the By-Laws of the project. Each apartment owner shall not use his apartment for any purpose which will injure the reputation of the Project, or suffer anything to be done or kept in his apartment or elsewhere in the Project which will (a) jeopardize the soundness of any building or the premises, (b) interfere with or unreasonably disturb the rights of others, (c) obstruct the roadways, walkways or common driveways in the Project, (d) increase the rate of fire insurance on any building or the contents thereof, or (e) reduce the value of the premises.

OWNERSHIP: Title to the land committed to the project is vested in TBS PACIFIC, INC. by Deed dated June 29, 1973, recorded in Liber 9484 at Page 234.

ENCUMBRANCES AGAINST TITLE: The Certificate of Title lists, as of

January 18, 1974, that the land is subject to the following encumbrances:

1. Mortgage dated June 29, 1973 made in favor of Imperial Finance Corporation, recorded in the Bureau of Conveyances of the State of Hawaii in Book 9484, Page 244, as amended by Instrument dated December 17, 1973, recorded in the said Bureau of Conveyances in Book 9696, Page 409.

2. Financing Statement recorded in said Bureau of Conveyances in Book 9484, Page 259, Imperial Finance Corporation, Debtor, and TBS Pacific, Inc., Secured Party.

3. Flowage Easement "F-2" made in favor of the City and County of Honolulu, more particularly described in Exhibit A attached to the Declaration hereinbefore referred to, to which reference is hereby made.

4. Taxes that may be due and owing are a lien on the land.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated February 1, 1974 identifies Long & Melone Escrow, Inc. as escrow. Upon examination, the Sales Contract and Escrow Agreement are found to be in consonance with Chapter 514, Hawaii Revised Statutes, particularly Sections 514-36 to 514-40.

Among other provisions, the executed Escrow Agreement reflects that the Purchaser shall be entitled to a refund without interest if Purchaser shall in writing request refund and escrow receives a written request from Seller to return to Purchaser the funds of such Purchaser then held by escrow within the times and conditions therein provided.

It is incumbent upon the Purchaser and prospective purchaser to read and understand the Escrow Agreement before executing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing Purchaser's funds. The Sales Contract specifically provides that the Purchaser approve the Escrow Agreement.

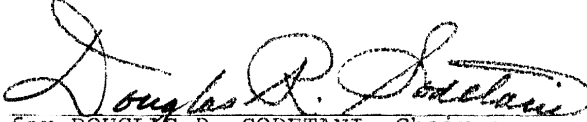
FINANCING OF PROJECT: Developer has submitted his estimated cost involved in completing the Project and plans of financing the Project. Developer intends to pay the cost involved for the Project and has submitted a construction contract for \$1,770,000.00 from C. I. CORPORATION. The Commission has been advised that Developer is negotiating to secure a commitment for permanent financing of the Project. Purchaser should clearly satisfy themselves regarding the terms and interest rate of the permanent financing, when and if it becomes finalized.

MANAGEMENT AND OPERATIONS: The By-Laws of the Association of Apartment Owners which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible corporate managing agent. Developer has advised the Commission that the managing agent for the project is Community Properties, Inc.

STATUS OF PROJECT: The Notice of Intention identifies Community Industries, Inc. as the contractor. The contractor in his Letter of Estimate and Intent represents that the project can be built for a specified amount.

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This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 685 filed with the Commission on May 10, 1974.

This report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimilies must be yellow in color.

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

Distribution:

Department of Taxation  
Bureau of Conveyances  
Planning Commission, City and County of Honolulu  
Federal Housing Administration  
Escrow Agent

Registration No. 685  
June 21, 1974