

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

BISHOP GARDENS
1470 Dillingham Boulevard
Honolulu, Hawaii
REGISTRATION NO. 777

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: June 27, 1975
Expires: July 27, 1976

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 MAY 27, 1975, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF JUNE 26, 1975. THE DEVELOPER, BY 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. Bishop Gardens is a proposed leasehold condominium project consisting of one hundred forty-seven (147) two-bedroom apartment units, arranged throughout six (6) three-story buildings. There are one hundred forty-eight (148) uncovered parking stalls available.
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 the issuance of this Final Public Report.
3. The Commission has determined that the basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners, and a copy of approved Floor Plans) have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

The Declaration of Horizontal Property Regime, dated May 19, 1975, and the By-Laws attached thereto has been filed in said Office as Document No. 724051, together with the Condominium Map which has been designated as Condominium Map No. 256.

4. No advertising and promotional matter has been filed pursuant to the rules and regulations of the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.
6. This Final Public Report automatically expires thirteen (13) months after date of issuance, June 27, 1975, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.
7. This Final Public Report is made a part of the registration on the BISHOP GARDENS condominium project. The Developer is responsible for placing a true copy of 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 Horizontal Property Regime Public Report from each prospective purchaser.

NAME OF PROJECT: BISHOP GARDENS

LOCATION: The approximate 142,485 square feet of land to be committed to the regime is situated at 1470 Dillingham Boulevard on the corner of Dillingham Boulevard and Kaumualii Street, Honolulu, Hawaii.

TAX KEY: First Division, 1-5-27-18

ZONING: A-3 (medium-density apartment district)

DEVELOPER: Hawaii Housing Authority, a public body corporate and politic of the State of Hawaii, whose principal place of business and post office address is 1002 North School Street, Honolulu, Hawaii.

ATTORNEY REPRESENTING DEVELOPER: Wooddell, Mukai & Ichiki (Attention: Richard G. MacMillan), Suite 500, Alexander Young Building, Honolulu, Hawaii. Telephone: 531-6277.

DESCRIPTION:

1. Description of Buildings. The filed Declaration of Horizontal Property Regime reflects that the Project consists of six (6) buildings, hereinafter described and designated on said Condominium Map as Buildings "A" through "F", inclusive. Each of the six (6) residential buildings has three stories and no basement and is constructed principally of concrete hollow block walls, reinforced concrete spread footings, pre-cast concrete slabs on the second and third floors, gypsum board, wood, glass, aluminum and related building materials.

Buildings "A" and "F" have a total of twenty-seven (27) apartments each, consisting of nine (9) apartments per floor; Buildings "B", "D" and "E" contain twenty-four (24) apartments each, with eight (8) apartments per floor; and Building "C" contains a total of twenty-two (22) apartments, with eight (8) apartments per floor on the second and third floors and five (5) apartments on the first floor. The manager's apartment, storage rooms and the laundry room facilities are also located on the ground floor of Building "C".

2. Description of Apartments. The six (6) buildings contain a total one hundred forty-seven (147) apartments, plus one manager's unit. Each apartment is identified by a three-digit number, the first digit of which designates the floor of the building on which an apartment is located. The last two digits of each apartment number identify the building wherein such apartment is situate, with all apartment numbers ending in "01" through "09", inclusive, being assigned to apartments situate in Building "A", all apartment numbers ending in "10" through "18", inclusive, being assigned to apartments situate in Building "B", all apartment numbers ending in "19" through "26", inclusive, being assigned to apartments situate in Building "C", all apartment numbers ending in "27" through "34", inclusive, being assigned to apartments situate in Building "D", all apartment numbers ending in "35" through "42", inclusive, being assigned to apartments situate in Building "E", and all apartment numbers ending in "43" through "51", inclusive, being assigned to apartments situate in Building "F".

Each of the one hundred forty-seven (147) apartments of the Project contains five (5) rooms, consisting specifically of two bedrooms, living room, one bathroom and kitchen. The area of each apartment, measured from the center of the side-walls and the face of the front and rear walls, is 645.75 square feet. The manager's apartment, being Apartment No. 121

in Building "C", contains three bedrooms, living room, one bathroom and kitchen and has an area of 785 square feet. The floor plan of each odd-numbered apartment is the reverse of the floor plan of each even-numbered apartment, except that the odd-numbered apartments at the Ewa end of Building "A" and at the Waikiki end of Building "F" have a floor plan which is the same as the plan of the even-numbered apartments.

3. Access. Each apartment has immediate access to its entry after travel by walkway or stairway to its designated floor and by the walkways and driveways connecting its building to the street entrance of the Project. Buildings "A", "C", "D" and "F" shall each be serviced by two (2) stairways. Buildings "B" and "E" shall each be serviced by one (1) stairway.

4. Limits of Apartments. The respective apartment units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all of the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, and any fixtures originally installed therein.

COMMON ELEMENTS: The Declaration identifies the following as common elements: (a) said land in fee simple; (b) all foundations, columns, girders, beams, floor slabs, supports, unfinished perimeter and load-bearing walls, roofs, stairways, walkways, entrances and exits of said buildings; (c) all yards, grounds, landscaping, refuse facilities, playground equipment, and other recreational facilities and appurtenances; (d) all driveways and parking areas; (e) the manager's apartment, storage rooms and laundry room located in Building "C", but excluding the washers and dryers contained in said laundry room which shall be owned or leased by Developer, (f) all ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenance transmission facilities, installations which serve more than one apartment for services such as power, light, water, gas, air conditioning, refuse, telephone and radio and television signal distribution; and (g) any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety, and normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, designated as "limited common elements", are set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

(a) In each of the buildings of the Project, the access corridors serving the second and third floors shall be for the exclusive use of the apartments located on each such floor, and the two exterior stairways connecting the second and third floors to the ground level shall be for the exclusive use of the apartments on the second floor and third floors served thereby.

(b) One automobile parking space, so designated on the Condominium Map by the number corresponding to the number of the apartment, shall be appurtenant to and for the exclusive use of the apartments with which the same shall be transferred upon the initial conveyance by lease. Each apartment shall always have at least one parking space appurtenant to it but otherwise any automobile parking space easement may be transferred from apartment to apartment in the Project.

COMMON INTERESTS: The Declaration reflects that each apartment shall have appurtenant thereto an undivided one-one hundred forty-seventh (1/147th) fractional interest (being a 0.68027+ percentage interest) in all common elements of the Project (herein called the "common interest") and the same proportionate share in all common profits and expenses of the Project and for all other purposes, including voting.

RESTRICTION AS TO USE: The Declaration provides that the apartments shall be subject to the restrictions on transfer and use imposed by Section 359G-9.1 of the Hawaii Revised Statutes, as follows:

1. For a period of ten (10) years after the apartment is purchased from the Developer, or an agreement of sale is executed, the following restrictions shall apply to the use and transfer of the unit and the property:

(a) Any such apartment shall be owner occupied. Violation of this provision is sufficient for the Developer, at its option, to repurchase the apartment as provided for in subparagraph (b) hereinbelow.

(b) In the event that any Owner wishes to transfer title to the apartment and the property or the lease, the Developer shall have the right of first refusal, at a price which shall not exceed the amount of the original cost to the Owner together with the cost of any improvements added by the Owner together with simple interest on all of the Owner's equity in the property at the rate of seven percent (7%) a year; provided, however, that title to the apartment and the property or lease may pass to a family member by devise or through the laws of descent, who would otherwise qualify under the rules and regulations established by the Developer.

(c) Any deed, lease, agreement of sale, mortgage, or other instrument of conveyance issued by the Developer or by the Trustees at the request of Developer shall expressly contain the restriction on transfer and use of the apartment as prescribed in this paragraph.

shall have the right of first refusal to repurchase the apartment. The provisions of this subparagraph (d) shall be incorporated in any deed, lease, agreement of sale, mortgage, or other instrument of conveyance issued by the Developer or by the Trustees at the request of Developer.

4. Notwithstanding the provisions of subparagraphs 1, 2 and 3 above, the Developer may at any time consent to the sale or transfer of a unit for such a price and on such terms as the Developer may determine in accordance with adopted rules or regulations, to preserve the intent of those provisions without the necessity for the State to repurchase the unit.

5. Notwithstanding the provisions of subparagraphs 1, 2 and 3 above, the Developer may at any time waive the restrictions of subparagraphs 1(b), 1(c), 2(b), 2(c) and 3 above, if the State makes no subsidy in the form of unrecovered land costs or unrecovered development costs, except such tax relief granted under Section 359G-15, and except such costs, if any, (1) allocable to the staff of the Seller in the administration of the partnership, if any, (2) for training of labor under Section 359G-13, and (3) for the development of innovative techniques and research under Section 359G-14.

6. Notwithstanding any of the foregoing provisions to the contrary, in the event that the United States Department of Housing and Urban Development, through its Federal Housing Administration, the United States Department of Agriculture, through its Farmers Home Administration or any other federal or state agency engaged in housing activity, shall at any time become the owner of the apartment and the land or leasehold interest pursuant to a contract, mortgage, or mortgage insurance, this right to repurchase by the Developer shall be suspended and be of no force and effect during the period of such ownership, the right to repurchase being automatically reinstated and fully effective and applicable from and after any period of such ownership. Title to the apartment and the land or leasehold interest may pass to a family member by devise or through the laws of descent, who would otherwise qualify under the rules and regulations established by the Developer. The Developer may in accordance with Chapter 91 of the Hawaii Revised Statutes adopt rules to effectuate this paragraph and to conform to the requirements of any federal or state program.

After the restrictions imposed under Section 359G-9.1 expire, the apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes, the owners of the respective apartments shall have the absolute right to lease such apart-

ment subject to all provisions of the Declaration.

OWNERSHIP OF TITLE: Developer has filed with the Commission a Preliminary Title Report, dated May 29, 1975, issued by Title Guaranty of Hawaii, Inc., which reflects that fee title to the land is vested in The Trustees under the Will and of the Estate of Bernice Pauahi Bishop, 519 Halekauwila Street, Honolulu, Hawaii.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report reflects that the land is subject to the following reservations, easements, liens, encumbrances, etc.:

- (1) TAXES, first installment 1974-1975 paid; second installment (exempt).
- (2) TERMS, COVENANTS AND CONDITIONS as contained in Lease No. 16,666 dated January 1, 1969, and filed in the Office of the Assistant Registrar of the Land Court as Document No. 471390, by and between The Trustees of the Bishop Estate, as Lessors, and Bishop Corporation, as Lessee. Said lease was assigned to the Hawaii Housing Authority by instrument dated December 20, 1974 and filed as Document No. 707068, with the Lessors' consent to such assignment being filed as Document No. 707069.

PURCHASE MONEY HANDLING: An executed Escrow Agreement for Bishop Gardens, dated May 21, 1975, identifies Title Guaranty Escrow Services, Inc., as the escrow agent. Upon examination of the Escrow Agreement, it is found to be in consonance with Chapter 514, Hawaii Revised Statutes, and particularly Section 514-35 through Section 514-40.

Among other provisions, the Escrow Agreement provides that a purchaser shall be entitled to a refund on his funds, without interest, if purchaser requests in writing refund of his funds and any one of the following has occurred:

- (a) Developer has requested Escrow in writing to return to purchaser the funds of purchaser then being held by Escrow; or
- (b) Developer has notified Escrow of Developer's exercise of the option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to Developer; or
- (c) Subsequent to the execution of the Sales Contract, a Supplementary Public Report is issued which differs in any material respect from the Final Public Report unless the purchaser has given written approval or acceptance of the changes in the said Supplementary Public Report; or
- (d) There is any change in the Project subsequent to the execution of the Sales Contract requiring approval of a county officer having jurisdiction over the issuance of building permits, unless the purchaser has given written approval of the specific change.

Purchaser or prospective purchasers should also be cognizant that the Deposit Receipt and Sales Contract provides that the Developer may cancel such contract, at its option, and refund to buyers all monies paid without interest, in the event that less than one hundred (100) apartments are sold prior to July 1, 1976.

It is incumbent upon purchasers and prospective purchasers that they read with care the Deposit, Receipt and Sales Contract and the Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of apartments and all sums from any source are to be placed in trust, as well as the retention and disbursement of said trust funds.

MANAGEMENT AND OPERATION: The By-Laws of the Association of Apartment Owners of Bishop Gardens provide that the Board of Directors of Bishop Gardens shall employ a responsible Hawaii corporation as Managing Agent to manage and control the project subject at all times to direction of the Board with all administrative functions at such compensation as the Board may establish. The initial Managing Agent has not yet been selected; however, the Developer reserves the right to designate a Managing Agent at any time prior to the first conveyance of an apartment by lease.

The House Rules provides that occupancy is limited to not more than three (3) persons per bedroom in each apartment. Further, no pets or other animals shall be allowed without prior written consent of the Board of Directors.

STATUS OF PROJECT: Information furnished to the Commission indicates that the Project is an existing apartment complex which was completed in 1969.

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 May 27, 1975, and additional information subsequently filed as of June 26, 1975.

This is a FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT and is made a part of REGISTRATION NO. 777 filed with the Commission on May 27, 1975. 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.


(for) DOUGLAS R. SODEYAMA, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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PLANNING DEPARTMENT, CITY AND COUNTY OF HONOLULU
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ESCROW AGENT

Registration No. 777
June 27, 1975