

# 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  
TIARE APARTMENTS  
1735 Dole Street  
Honolulu, Hawaii

REGISTRATION NO. 838

### 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: February 24, 1976  
Expires: March 24, 1977

#### 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 5, 1976, AND INFORMATION SUBSEQUENTLY FILED AS OF FEBRUARY 20, 1976. DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 514, HAWAII REVISED STATUTES, AS AMENDED.

1. Tiare Apartments is a proposed leasehold condominium project consisting of thirty (30) residential apartments located in one building having three (3) stories and a partial basement. There will be twenty-four (24) parking stalls, so six apartments will not have parking stalls.

2. The Developer 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 advises that the Declaration of Horizontal Property Regime and attached By-laws are filed in the Bureau of Conveyances of the State of Hawaii in Liber 11242, Page 76. The Condominium Map has been filed with the said Bureau of Conveyances as Map No. 449.
4. No advertising and promotional materials 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 514, Hawaii Revised Statutes, as amended, and the condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Final Public Report automatically expires thirteen (13) months after date of issuance, February 24, 1976, 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 of TIARE APARTMENTS. The Developer is responsible for placing a true copy of this Final Public Report in the hands of all purchasers and prospective purchasers and securing from each purchaser or prospective purchaser a signed receipt, signifying that he has had an opportunity to read the report.

NAME OF PROJECT: TIARE APARTMENTS

LOCATION: The project is located at 1735 Dole Street, Honolulu, Hawaii, and consists of 19,982 square feet.

TAX KEY: 2-8-12-08 (1st Division)

ZONING: The property is presently zoned A-4 Apartment.

DEVELOPER: The Developer is Smith Development Corp. whose business address is Suite 1625, 841 Bishop Street, Honolulu, Hawaii 96813, telephone 524-5414. The officers of Smith Development Corp. are Peter S. Smith, President and Treasurer; Robert H. Gerell, Vice President; and J. Thomas Van Winkle, Secretary.

ATTORNEY REPRESENTING DEVELOPER: Izumi & Tanaka (Attention: Tamotsu Tanaka) 888 Mililani Street, Suite 701, Honolulu, Hawaii, 96813, telephone: 536-9307.

DESCRIPTION OF PROJECT: The project consists of one three (3) story building with partial basement constructed of concrete and hollow tile.

The apartments are constructed according to six different floor plans and each floor plan contains the number of rooms and the

approximate floor area, according to its respective floor plan as follows:

1. Apartments 101, 102, 103, 104 and 105 are located on the northerly (mauka) leg of the "L" and consist of a living room, kitchen-dining area, one bedroom, and bathroom. Apts. 101 and 105 have an area of approximately 640 square feet. Apartments 102, 103 and 104 have an area of approximately 629 square feet. All apartments have a lanai of approximately 139 square feet.
2. Apartments 106, 206 and 306 are located on the northwest side of the building at the connection point of the two legs of the "L" and consist of a living room, kitchen-dining area, one bedroom, and bathroom, and contain a total area of approximately 629 square feet.
3. Apartments 107, 207 and 307 are located along the westerly (ewa) leg of the "L" and consist of a living-sleeping room, kitchen-dining room, and bathroom and contain a total area of approximately 469 square feet.
4. Apartments 108, 109, 208, 209, 308 and 309 are located along the westerly (ewa) leg of the "L" and consist of a living room, kitchen-dining room, one bedroom, and bathroom and contain a total area of approximately 469 square feet.
5. Apartments 110, 210 and 310 are located on the west (makai-ewa) end of the building and consist of a living room, kitchen-dining room, two bedrooms, and bathroom and contain a total area of approximately 771 square feet, excluding a lanai having an area of approximately 75 square feet.
6. Apartments 201, 202, 203, 204, 205, 301, 302, 303, 304 and 305 are located on the northerly (mauka) leg of the "L" and consist of a living room, kitchen-dining room, one bedroom, and bathroom. Apartments 201, 205, 301 and 305 have an area of approximately 583 square feet. Apartments 202, 203, 204, 302, 303 and 304 have an area of approximately 572 square feet. All apartments have a lanai of approximately 57 square feet.

Each apartment will have a stove, refrigerator and water heater.

Each apartment has access to a walkway which leads to two stairways, one at each end of the building.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, 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 the walls and partitions which are not load-bearing within its perimeter walls, windows and window frames, door and door frames, floor and ceilings, and, where applicable, the air

space bounded by the lanai enclosure, and the built-in fixtures within the apartment.

The project also includes parking area for 24 cars, a swimming pool, barbecue area and equipment, storage lockers for each apartment and a laundry room.

COMMON ELEMENTS: An estate consisting of all remaining portions of the project, being described and referred to herein as "common elements", which definition includes the building, the land on which it is located and all elements mentioned in the Horizontal Property Act which are actually constructed in the project, and specifically includes, but is not limited to:

- a. Said land in fee simple;
- b. All foundations, columns, beams, supports, load-bearing walls, roofs, chases, entry halls, stairs, walkways, entrances and exits of said building;
- c. All yards, grounds, landscaping, refuse areas, swimming pool, and barbecue facilities;
- d. All parking areas;
- e. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone, and television signal distribution, if any;
- f. The storage room and lockers located therein, the laundry room and mechanical equipment, all of which are located in the basement of the building;
- g. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called and designated as "limited common elements" are hereby set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and reserved are one parking stall and storage space designated in the initial conveyance of each apartment which shall be appurtenant to and for the exclusive use of such apartment, except six apartments shall have no parking spaces appurtenant to such apartment.

Notwithstanding the foregoing provisions of this paragraph to the contrary, the owners of the respective apartments, with the consent of the Lessor, shall have the right to change the designation of the parking spaces and storage spaces which are appurtenant to their respective apartments solely by an amendment to the Declaration, such amendment to be executed solely by the respective owners of such apartments and the Lessor, provided that such amendments shall be effective only upon the filing of

the same in the Bureau of Conveyances of the State of Hawaii, and provided further that at all times at least one parking space and one storage space shall be appurtenant to each apartment in the project, except six apartments shall have no parking spaces appurtenant to such apartment.

PERCENTAGE OF UNDIVIDED OWNERSHIP TO BE CONVEYED BY APARTMENT LEASES. Each apartment to be leased shall have appurtenant thereto an undivided fractional interest in the common elements of the project as follows:

<u>Apartments</u>	<u>Percentage (each apartment)</u>
1. 101 and 105	3.688
2. 102, 103, 104, 106, 206 and 306	3.625
3. 107, 108, 109, 207, 208, 209 307, 308 and 309	2.703
4. 110 and 210	4.444
5. 201, 205, 301 and 305	3.360
6. 202, 203, 204, 302, 303 and 304	3.296
7. 310	4.443

The aggregate percentage of undivided interest in the common elements of the apartments is allocated between them on the basis of their interior floor area. The Developer covenants and agrees that the undivided interest in the common areas and facilities and the title to the respective apartments to be conveyed shall not be separated or separately conveyed and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment even though the description in the instrument of conveyance may refer only to one or other of the interests. The voting rights of apartment owners, as well as their share of the common expenses shall be in proportion to their common interest.

PURPOSE OF BUILDINGS AND USE RESTRICTIONS: The apartments shall be occupied and used as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests. 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 or rent the same subject to the limitations, restrictions, covenants and conditions of the Declaration.

OWNERSHIP OF TITLE: The Certificate of Title issued by Title Guaranty of Hawaii, Incorporated, dated October 6, 1975, reflects that the ownership of the property is vested as follows:

1. Fee owner is Ruth K. Parker.
2. Ruth K. Parker issued a lease for the premises dated March 7, 1958 recorded in Liber 3471, page 250 to Charles J. Pietsch, Jr. and Fern L. Pietsch, husband and wife, and Cyrenus L. Gillette and Alberta M. Gillette, husband and wife.

3. Agreement of Sale dated December 29, 1975 by and between Charles J. Pietsch, Jr. and Fern L. Pietsch, husband and wife, Cyrenus L. Gillette, husband of Camille Gillette and Alberta M. Dyson, wife of Robert Y. Dyson, as Seller, and Smith Development Corp., as Purchaser, recorded in Liber 11138, Page 409.

ENCUMBRANCES: Said Certificate of Title dated October 6, 1975, and Continuation of Report dated February 5, 1976, by Title Guaranty of Hawaii, Incorporated, also shows title to the property to be subject to the following encumbrances:

1. The reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Terms, agreements, reservations, covenants, conditions, and provisions contained in Lease dated March 7, 1958 recorded in Liber 3471 at Page 250.
3. Mortgage and Financing Statement

Mortgagor: Charles J. Pietsch, Jr. and Fern L. Pietsch, husband and wife, and Cyrenus L. Gillette and Alberta M. Gillette, husband and wife

Mortgagee: Honolulu Mortgage Co., Ltd., a Hawaii corporation

Dated : May 4, 1972  
Recorded : Liber 8311 Page 117  
Amount : \$250,000.00  
Consent : Given by Ruth K. Parker by instrument dated May 15, 1972 and recorded in Liber 8311 at Page 128

The above mortgage was assigned

To : Aetna Life Insurance Company, a Connecticut corporation

Dated : May 16, 1972  
Recorded : Liber 8311 Page 130

4. Agreement of Sale dated December 29, 1975 by and between Charles J. Pietsch, Jr. and Fern L. Pietsch, husband and wife, Cyrenus L. Gillette, husband of Camille Gillette and Alberta M. Dyson, wife of Robert Y. Dyson, as Seller, and Smith Development Corp., as Purchaser, recorded in Liber 11138, Page 409.
5. Assignment of Agreement of Sale as Security and Financing Statement dated December 29, 1975 by and between Smith Development Corp., as Assignor, and Commercial Finance, Limited, as Assignee, recorded in Liber 11138, Page 425.
6. For any taxes due and owing, reference is hereby made to the Office of the Tax Assessor, First Division.

PURCHASE MONEY HANDLING: The executed escrow agreement dated January 20, 1976, identifies Title Guaranty Escrow Services, Inc., as the "Escrowee" and provides in part that purchasers shall be

entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest and less Escrow's 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 Seller to return to purchaser the funds of such purchaser then held hereunder by Escrow; or

(b) If purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the building plans, subsequent to the execution of purchaser's contract, requiring the approval of the City and County officer having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval or acceptance of the change; or

(c) If the purchaser's funds were obtained prior to the issuance of a Final Public Report and 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 differences; or

(d) If the Final Public Report is not issued within one year from the date of issuance of the Preliminary Public Report.

Upon refund of said funds to purchaser as aforesaid, Escrow shall return to Seller such purchaser's sales contract and any Apartment Lease therefore delivered to Escrow, and thereupon neither the purchaser nor Seller shall be deemed obligated thereunder.

Among other provisions, the specimen Sales Contract provides that Developer may terminate the sales contract if by September 30, 1976, less than 18 apartments have been sold. The purchaser also agrees to purchase the apartment including any furniture and appliances located therein, "as is".

Upon examination, the specimen sales contract and the executed escrow agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly with Section 514-35 and Section 514-36 through 514-40, Hawaii Revised Statutes. A prospective purchaser should carefully examine the form of specimen sales contract and escrow agreement to determine the time for and the amount of the installment payments on the purchase price and the sharing of the closing costs.

BY-LAWS AND PROPOSED HOUSE RULES: The By-laws attached to the Declaration and the proposed House Rules provide in part:

1. "No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets having such diminutive size and weight that they may be comfortably and easily hand-carried by any person over the common elements of the project in reasonable number may be kept by the apartment owners and occupants in their respective apartments ..."; and
2. "The maximum number of occupants to be permitted to reside in any apartment shall be: four (4) persons

in a two-bedroom apartment; three (3) persons in a one-bedroom apartment; and two (2) persons in a studio apartment; provided that the Association, by majority vote of its members at a meeting duly called for such purpose, may increase the number of occupants...."

MANAGEMENT AND OPERATION: Article IV, Section 2, of the By-laws states that the Board of Directors shall at all times employ a responsible managing agent to manage and control the property subject at all times to direction by the Board of Directors. The Developer has entered into an initial property management contract with Urban Management Corp.

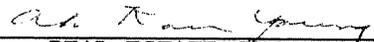
STATUS OF PROJECT: Construction of the building and other improvements on the land were completed around 1959 by the prior owners and has been operated as a rental apartment project by them since the date of completion. The Developer, who acquired an interest in the property in December, 1975, has continued the rental apartment use, and is prepared to deliver possession of the apartments to the new purchasers as soon as possible after binding sales for 18 apartments have been consummated.

NOTE: The building is a non-conforming structure, meaning any structure which was previously lawful but which does not comply with the bulk, yard, setback or height regulations of the district in which it is located.

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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 February 5, 1976, and information subsequently filed as of February 20, 1976.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 838 filed with the Commission on February 5, 1976.

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.

  
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Member, REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

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Planning Department,  
City and County of Honolulu  
Federal Housing Administration  
Escrow Agent

REGISTRATION NO. 838  
February 24, 1976