

# 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

TOP OF THE HILL  
3370 Salt Lake Boulevard  
Honolulu, Oahu, Hawaii

REGISTRATION NO. 1386 (CONVERSION)

### 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: March 16, 1981

Expires: April 16, 1982

#### SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JANUARY 15, 1981, AND INFORMATION SUBSEQUENTLY FILED AS OF MARCH 9, 1981. THE DEVELOPER BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT (CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED).

1. TOP OF THE HILL is a proposed fee simple condominium project consisting of one existing residential apartment building approximately seven (7) years old with three (3) stories, and constructed of reinforced concrete construction, with 23 residential Apartments. There will be 28 parking stalls (five of which are guest stalls for compact cars) on the ground level of the building.

- The Developer of the Project has filed all documents and materials deemed necessary by the Commission for
2. the registration of this proposed condominium Project and the issuance of the Preliminary Public Report.

- The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of Approved Floor Plans) have
3. not yet been recorded in the Office of the Bureau of Conveyances, State of Hawaii.

- The Developer has advised the Commission that advertising and promotional matter required to be filed
4. pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public exposure.

- The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A,
5. Hawaii Revised Statutes, as amended, and the Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.

- This Preliminary Public Report is made a part of the registration of the TOP OF THE HILL condominium project. The Developer has the responsibility of placing
6. a true copy of the Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and for securing a signed copy of a receipt therefor.

- This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, March
7. 16, 1981, unless a Supplementary or 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: TOP OF THE HILL

LOCATION: 3370 Salt Lake Boulevard, Honolulu, Hawaii.  
The site comprising 22,500 square feet, is located in Honolulu, Oahu, Hawaii.

TAX MAP KEY: First Division: 1-1-17:1,2, and 3

ZONING: A-1

DEVELOPER: SALT LAKE 23 PARTNERS, a Hawaii limited partnership, whose principal place of business is Suite 300, 747 Amana Street, Honolulu, Hawaii 96814, Tel. No. 955-5533. The General Partner of the limited partnership is:

PROFESSIONAL REALTY CORPORATION  
Suite 300, 747 Amana Street  
Honolulu, Hawaii 96814, Tel. No. 955-5533

ATTORNEYS REPRESENTING DEVELOPER: WOO, KESSNER & DUCA (Attention: Vernon Y. T. Woo, Esq.), Suite 300, James Campbell Building, 828 Fort Street Mall, Honolulu, Hawaii 96813 (Telephone No. 524-0955)

DESCRIPTION: The proposed Declaration of Horizontal Property Regime and the plans submitted by the Developer indicate that the improvements shall consist of one existing concrete apartment building of three (3) stories, two (2) stairways and twenty-eight (28) parking stalls situated on the ground level surrounding the building. There are twenty-three (23) Apartments with seven (7) Apartments located on the ground level of the building (numbered "102 - 108") and thereafter, eight (8) Apartments on each of the second and third levels of the building (numbered "201 - 208" and "301 - 308" respectively). Apartments are numbered as follows: the first digit of an Apartment number denotes the level of the building and the last two digits denote its location on the floor. In addition, the improvements include a swimming pool and deck area, a barbecue area, a laundry room, two (2) stairways, and a garbage and trash area.

The Project consists of six (6) basic models of Apartments, each Apartment being typical of all other Apartments of the same model. Apartment models are designed as Model "A", "A-1", "B", "B-1", "C", and "D".

Model "A" Apartments consist of two-bedrooms, a combined living-dining, kitchen area, one full bath, and adjoining lanai. The total floor area of each Model "A" Apartment is approximately 595 square feet. The adjoining lanai is approximately 67 square feet. There is a total of nine (9) Model "A" Apartments numbered 103, 105, 107, 203, 205, 207, 303, 305, and 307.

Model "A-1" Apartments consist of two-bedrooms, a combined living-dining, kitchen area, and one full bath, and adjoining lanai. The total floor area of each Model "B" Apartment is approximately 602 square feet. The adjoining lanai is approximately 138 square feet. The Model "A-1" Apartments differ from each Model "A" Apartments in that

they contain larger floor and lanai areas. There are two (2) Model "A-1" Apartments numbered 201 and 301.

The Model "B" Apartment consists of two bedrooms, a combined living-dining, kitchen area, one full bath, and an adjoining lanai. The total floor area of each Model "B" Apartment is approximately 695 square feet. The adjoining lanai is approximately 488 square feet. The one Model "B" Apartment is numbered "108".

The Model "B-1" Apartments consist of two bedrooms, a combined living-dining, kitchen area, one full bath, and an adjoining lanai. The total floor area of each Model "B-1" Apartment is approximately 695 square feet. The adjoining lanai is approximately 165 square feet. There are two (2) Model "B-1" Apartments numbered 208 and 308.

The Model "C" Apartment consists of one bedroom, a combined living-dining, kitchen area, one full bath, and an adjoining lanai. The total floor area of the Model "C" Apartment is approximately 493 square feet. The adjoining lanai is approximately 38 square feet. The one Model "C" Apartment is numbered "102".

The Model "D" Apartments consist of two bedrooms, a combined living-dining, kitchen area, one full bath, and an adjoining lanai. The total floor area of each Model "D" Apartment is approximately 595 square feet. The adjoining lanai is approximately 67 square feet. There are eight (8) Model "D" Apartments numbered 104, 106, 202, 204, 206, 302, 304, and 306.

The Apartments will be numbered in the manner shown on the Condominium Map. All Apartment square footage figures are approximate and are based on measurements center line to center line on the horizontal, and exterior to exterior in a transverse direction. There will be parking stalls for twenty-eight (28) automobiles, of which twenty-three (23) are for standard cars and five (5) are for compact cars.

Each Apartment shall include all of the areas or spaces enclosed by the walls, floor and ceiling which determine apartment boundaries as established hereafter and by the Condominium Map. Where a unit is bounded by walls, its boundaries shall be the inner decorated or finished surfaces of all boundary walls, whether or not load-bearing, and the inner surfaces of the floor and ceiling of each Apartment. Each Apartment shall include all interior non-load-bearing walls or partitions within its boundaries, all fixtures originally installed within its boundaries, all glass windows, panels, or doors along the perimeter, vestibules, and all plumbing, electrical or other utility, serving only that apartment or limited common elements thereof. No Apartment shall include any of the following:

(a) The undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, the undecorated or unfinished floors and ceilings surrounding each Apartment; the foundation, the exterior walls, roof, beams and columns of the building of the Project;

(b) All pipes, wires, conduits, and other utility or service lines which are utilized for or serve another or more than one Apartment. (the same being deemed common elements as hereafter provided).

All of the apartments will have immediate access to a corridor leading to two (2) stairways of the building located at each end of the building. The stairways lead from the second and third levels of the building to the ground level, ground level parking stalls, the common elements and grounds of the Project. Apartment numbers 102, 103, 104, 105, 106, 107, and 108 will have direct access to the Project grounds and common elements, being on the ground level.

COMMON ELEMENTS. The common elements shall include the limited common elements described below and all other portions of the Property, excluding those items defined as part of any Apartment hereof, but including both the building and the portions of the land on which the building is located and all elements mentioned in the Act which are actually constructed on the land and specifically shall include but not be limited to:

- (a) The land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, support, bearing walls, roof, stairs, stairways, walkways, hallways, corridors, entrances and exits;
- (c) Five guest compact parking stalls;
- (d) The laundry room;
- (e) Garbage and trash area;
- (f) All yards, grounds, and landscaping;
- (g) All driveways and parking areas;
- (h) All ducts, electrical equipment and wiring and other central and appurtenant installations for services including power, lights, cold and hot water, refuse;

- (i) All other devices or installations upon the land and building existing for or rationally of common use to all of the owners of Apartments and parking stalls within the Project.

LIMITED COMMON ELEMENTS.

a. Each of the twenty-three (23) Apartments shall have the exclusive right to those parking stalls as set forth below under Interest To Be Conveyed to Purchaser, and as shown on the Condominium Map. The parking stall(s) designated by number is (are) set forth opposite the number of the Apartment and shall be appurtenant to and for the exclusive use of such Apartment for vehicle parking purposes.

INTEREST TO BE CONVEYED TO PURCHASER. The percentage of undivided interest (the "common interest"), in the common elements appertaining to each Apartment, for all purposes, including voting, shall be as follows:

<u>Model Type</u>	<u>Apartment Unit No.</u>	<u>Square Feet</u>	<u>Lanai</u>	<u>Percentage of Common Interest</u>	<u>Parking Stall</u>
C	102	493	38	3.550	102
A	103	595	67	4.281	103
D	104	595	67	4.281	104
A	105	595	67	4.281	105
D	106	595	67	4.281	106
A	107	595	67	4.281	107
B	108	695	488	5.003	108
A-1	201	602	138	4.332	201
D	202	595	67	4.281	202
A	203	595	67	4.281	203
D	204	595	67	4.281	204
A	205	595	67	4.281	205
D	206	595	67	4.281	206
A	207	595	67	4.281	207
B-1	208	695	165	5.003	208
A-1	301	602	138	4.332	301
D	302	595	67	4.281	302
A	303	595	67	4.281	303
D	304	595	67	4.281	304
A	305	595	67	4.281	305
D	306	595	67	4.281	306
A	307	595	67	4.281	307
B-1	308	695	165	5.003	308

PURPOSE OF BUILDING AND RESTRICTION AS TO USE. Each Apartment shall be used and occupied only as a residence for the owner, his family, tenants, and social guests and for no other purpose. The owner of each Apartment shall be subject to the restrictions, limitations, covenants and conditions contained in this Declaration and the By-Laws.

The proposed House Rules provide in part that: (1) no livestock, poultry or other animals or pets whatsoever shall be allowed or kept in any part of the Project without the prior written consent of the Board of Directors; (2) no apartment shall be occupied by more than four occupants; and (3) waterbeds must first be registered.

OWNERSHIP OF TITLE. A preliminary title report issued by Title Guaranty of Hawaii, Inc., dated January 7, 1981, indicates that title to the land is vested in Floyd Willard Fitzpatrick, husband of Martha Jean Fitzpatrick and Jack Maurice Dubey, husband of Jeune Louise Dubey, as Tenants in Common. Said Floyd Fitzpatrick, on behalf of the title holders, entered into an agreement on July 28, 1980, to sell the property to the Developers on or before March 30, 1981.

ENCUMBRANCES AGAINST TITLE: Said preliminary title report dated January 7, 1981, lists the following encumbrances:

1. Real Property Taxes - For further information, check with the Tax Assessor, First Division.
2. Lease in favor of Hawaiian Electric Company, Inc., dated April 27, 1945, filed as Land Court Document No. 78619, as amended by instrument dated July 29, 1953, filed as Document No. 151986, demising an easement for anchors and guy lines until terminated.
3. EASEMENT : S-1  
PURPOSE : Sewers  
LOCATION : On the Easterly side boundary of Lot 3351  
SHOWN : On Maps 126 and 479, as set forth by Land Court Order No. 12526, filed January 7, 1954.
4. Conditions in Deeds all dated September 12, 1968, filed as Document Nos. 459197, 459199 and 459200, to-wit:
  - (A) "In the event Grantee should construct an additional dwelling unit on said property, Grantee agrees, at no expense to Grantor, to install the required aerobic disposal unit and further agrees, at no expense to Grantor, to connect to the sewer at such time as same is available."
  - (B) "Grantee hereby acknowledges that there is a common two-car garage and driveway serving Lot 3 hereby conveyed and adjoining Lot 4 as shown on Map 126 of Land Court Application No. 1074, and covenants and agrees that so long as said garage and driveway shall exist Grantee and his heirs, executors, administrators and assigns will only use the half of said garage and driveway located upon and within the property hereby conveyed; will maintain and keep in good repair Grantee's portion of said garage and

driveway; will equally share the cost of necessary common repairs and common maintenance of said garage and driveway with the owner of said adjoining lot; and Grantee, for himself, and his heirs, executors, administrators and assigns, further covenants and agrees that the present and any future owner(s) of said adjoining lot shall have the right to use the other one-half (1/2) of said garage and driveway even though the same may encroach upon the property hereby conveyed. It is agreed and understood that these covenants and agreements shall run in favor of and inure to the benefit of Sublessor and Grantor herein, and the owner or owners of said adjoining lot, and their respective successors."

5. MORTGAGE

MORTGAGOR : FLOYD WILLARD FITZPATRICK, husband of Martha Jean Fitzpatrick, and JACK MAURICE DUBEY, husband of Jeune Louise Dubey, as General Partners of F & D Company, a registered Hawaii Partnership

MORTGAGEE : BANK OF HAWAII, a Hawaii corporation

DATED : August 25, 1972  
FILED : Land Court Document No. 595255  
AMOUNT : \$504,400.00

ABOVE MORTGAGE AMENDED BY INSTRUMENT

DATED : May 31, 1973  
FILED : Land Court Document No. 632334  
RE : amount changed from \$504,400.00 to \$503,700.00  
CONSENT : By Federal Housing Commissioner, dated May 31, 1973, filed as Document No. 632334a

THE ABOVE MORTGAGE WAS ASSIGNED

TO : GOVERNMENT NATIONAL MORTGAGE ASSOCIATION  
DATED : July 12, 1973  
FILED : Land Court Document No. 639215

6. Regulatory Agreement dated August 25, 1972, filed as Document No. 595256, made by and between FLOYD WILLARD FITZPATRICK, husband of Martha Jean Fitzpatrick, and JACK MAURICE DUBEY, husband of Jeune Louise Dubey, doing business as F & D Company, a registered Hawaii Partnership, and Secretary of Housing and Urban Development

PURCHASE MONEY HANDLING. An executed Escrow Agreement, dated December 15, 1980, identifies Title Guaranty Escrow Services, Inc. as the Escrow Agent. Upon examination, the executed Escrow Agreement and Specimen Sales Contract are found to be in conformance with Chapter 514A, Hawaii

Revised Statutes, and particularly Section 514A-37, 514-39 and Sections 514A-63 through 66. Among other provisions,

the Escrow Agreement provides that the Escrow Agent shall refund to purchaser all of purchaser's funds, without interest, less a cancellation fee of \$50.00, if purchaser shall request refund of his funds and any one of the following shall have occurred:

(a) Developer has requested Escrow Agent in writing to return to purchaser the funds of purchaser then held under the Escrow Agreement by Escrow Agent; or

(b) Developer has notified Escrow Agent of Developer's exercise of the option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to Owner; or

(c) Developer has notified Escrow Agent that purchaser's funds were obtained prior to the issuance of a Final Public Report for the Project and that either (i) such Final Public Report differs in any material respect from this Preliminary Public Report or (ii) there is any material change in the condominium building plans for purchaser's apartment or the common elements of the Project subsequent to the execution of the sales contract requiring approval of a county officer having jurisdiction over issuance of permits for construction of buildings, unless in either case the purchaser has given written approval or acceptance of the specific change; or

(d) Developer has notified Escrow Agent that a Final Public Report has not been issued within one (1) year of the date of the issuance of this Preliminary Public Report and purchaser has not waived its right of refund and cancellation of obligation pursuant to Section 514A-66, Hawaii Revised Statutes.

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.

Among other provisions, the Specimen Sales Contract provides that the Seller (Developer) makes no warranty as to any defects in the Apartments, and the common elements of the Project, and that a purchaser's rights thereunder are subordinate to any mortgage that the Developer may place on the project, provided the loan aggregate does not exceed \$2,000,000. The Purchaser is to inspect the Project and understand and agree that he is buying the property sold in

an "as is" condition without warranty of any nature from the Developer.

MANAGEMENT OF PROJECT. The By-Laws which are incorporated in the proposed Declaration provide that the operation of the Project shall be conducted for the Association under the Direction of its Board of Directors by a responsible corporate managing agent. The Developer has submitted a copy of an executed Management Agreement to the Commission dated December 28, 1980, identifying Management Specialists Company, whose principal place of business is Suite 2400, Pacific Trade Center, 190 South King St., Honolulu, Hawaii, 96813 as its initial Managing Agent.

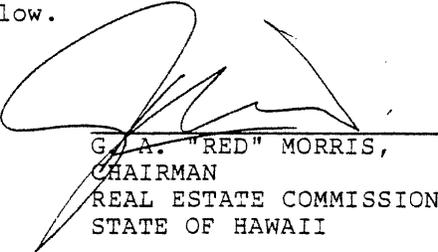
STATUS OF REPORT. The Project was constructed in 1973 and was operated as a residential apartment building but is presently vacant. The Project will be sold in "as is" condition without warranties from the Developer. According to a letter from the City's Building Dept. dated February 23, 1981, the building presently built on the subject premises met the requirements in force at the time of its construction thereof, and no variance was granted to allow deviations from any applicable codes. The Project purchase is expected to close and is expected to be ready for occupancy by the purchasers on or about March 31, 1981.

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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 January 15, 1981, and information subsequently filed as of March 9, 1981.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES CONDOMINIUM PUBLIC REPORT which is made a part of REGISTRATION NO. 1386, filed with the Commission on January 15, 1981.

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

  
G. A. "RED" MORRIS,  
CHAIRMAN  
REAL ESTATE COMMISSION  
STATE OF HAWAII

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

Registration No. 1386

March 16, 1981