

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
TROPIC GARDENS I
Waialae-nui Valley Subdivision
Honolulu, Hawaii 96816

REGISTRATION NO. 255

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: April 17, 1969

Expires: May 17, 1970

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED FEBRUARY 10, 1969 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS LATE AS APRIL 7, 1969. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF THEIR INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT AND AMENDMENTS THERETO BY ACT 244 (LEGISLATURE 1967) EFFECTIVE JUNE 6, 1967.

1. Tropic Garden I is a proposed leasehold condominium project consisting of 216 existing residential apartments arranged throughout 54 two-story buildings all of which will be sold upon and subject to terms and provisions of individual apartment leases to be issued by the Trustees of the Bernice Pauahi Bishop Estate either directly to purchasers or through the Developer in which latter case an assignment consent by the Trustees of the Bernice Pauahi Bishop Estate shall be provided. The Developer advises that the first building was completed sometime in 1965 and the last building in April 1966, and since completion to present, the apartments have been occupied as residential rental units. Two-hundred and seventy (270) parking stalls are available.

2. The Developer of the project has submitted to the Commission for examination all documents and materials deemed necessary by the Commission for the registration of this proposed condominium and the issuance of this Preliminary Public Report.
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3. No advertising and promotional matter has been submitted to the Commission, however the Developer advises the Commission that all advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public exposure.
4. Basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a Copy of Approved Floor Plans) have not been filed in the office of the recording officer.
5. The Developer submitted its estimated costs involved in completing the project and its plan of financing the project. The Commission has been advised that the Developer has secured from a mainland financial institution a strong interest in granting long-term mortgage loans to individually qualified purchasers of the apartment units.
6. The prospective purchaser is advised to acquaint himself with the provisions of Chapter 170-A, Revised Laws of Hawaii 1955 (as amended, particularly ACT 244, L. 1967, effective June 6, 1967), and the condominium rules and regulations promulgated thereunder which relate to horizontal property regimes.
7. If the Final Public Report is not issued within one year from the date of the Preliminary Public Report, April 17, 1969, purchasers and prospective purchasers shall be entitled to a refund of all monies without further obligations.
8. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, April 17, 1969, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of the report.

NAME OF PROJECT: TROPIC GARDENS I

LOCATION: Waialae-nui Valley Subdivision between Hunakai Street, Keanu Street and Kilauea Avenue, Honolulu, Hawaii 96816. The site comprises a total area of 486,294 square feet.

TAX MAP KEY: FIRST DIVISION 3-5-17-18 and 21

ZONING: Apartment 2

DEVELOPER: Tropic Gardens I and II Joint Venturer whose principal place of business is Suite 410, 333 Queen Street, Honolulu, Hawaii, and telephone number is 536-6611.

As part of the registration, a copy of the Joint Venture Agreement by and between the joint venturers was submitted to the Commission. The joint venturers are further identified as follows:

Prime Investments, Inc., a Hawaii corporation, sole General Partner of Prime Tropic Venture, a registered Hawaii Limited Partnership, Suite 410, 333 Queen Street, Honolulu, Hawaii.

Amfac Financial Corporation, a Hawaii corporation, 320 Ward Avenue, Honolulu, Hawaii.

ATTORNEY REPRESENTING DEVELOPERS: Wooddell, Mukai & Wirtz (Attention: Mr. Allen W. Wooddell), Suite 594, Alexander Young Building, Honolulu, Hawaii, telephone 536-6621.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects that the project is an existing residential complex consisting of 54 two-story buildings located on 486,294 square feet of lease land and containing 180 two-bedroom apartment units and 36 three-bedroom apartment units. The 36 three-bedroom apartments, each containing seven rooms and a gross floor area of approximately 1,010 square feet in one story are located one at either end in each of 18 Type A buildings and numbered as follows:

<u>Apartment No.</u>	<u>Building No.</u>
1 and 4	A I
17 and 20	E I
21 and 24	F I
45 and 48	L I
65 and 68	Q I
69 and 72	R I
93 and 96	X I
132 and 135	I II
136 and 139	J II
152 and 155	N II
156 and 159	O II
160 and 163	P II
164 and 167	Q II
176 and 179	T II
188 and 191	W II
192 and 195	X II
208 and 211	BB II
216 and 219	DD II

The 180 two-bedroom apartments each containing a total of six rooms in a gross floor area of approximately 1,032 square feet in two stories are located two in the center section in each of 18 Type A buildings and four in each of 36 Type C buildings and numbered as follows:

<u>Apartment No.</u>	<u>Building No.</u>
2 and 3	A I
5, 6, 7 and 8	B I
9, 10, 11 and 12	C I
13, 14, 15 and 16	D I
18 and 19	E I
22 and 23	F I
25, 26, 27 and 28	G I
29, 30, 31 and 32	H I
33, 34, 35 and 36	I I
37, 38, 39 and 40	J I
41, 42, 43 and 44	K I
46 and 47	L I
49, 50, 51 and 52	M I
53, 54, 55 and 56	N I
57, 58, 59 and 60	O I
61, 62, 63 and 64	P I
66 and 67	Q I
70 and 71	R I
73, 74, 75 and 76	S I
77, 78, 79 and 80	T I
81, 82, 83 and 84	U I
85, 86, 87 and 88	V I
89, 90, 91 and 92	W I
94 and 95	X I
100, 101, 102 and 103	A II
104, 105, 106 and 107	B II
108, 109, 110 and 111	C II
112, 113, 114 and 115	D II
116, 117, 118 and 119	E II

(Cont'd.)

<u>Apartment No.</u>	<u>Building No.</u>
120, 121, 122 and 123	F II
124, 125, 126 and 127	G II
128, 129, 130 and 131	H II
133 and 134	I II
137 and 138	J II
140, 141, 142 and 143	K II
144, 145, 146 and 147	L II
148, 149, 150 and 151	M II
153 and 154	N II
157 and 158	O II
161 and 162	P II
165 and 166	Q II
168, 169, 170 and 171	R II
172, 173, 174 and 175	S II
177 and 178	T II
180, 181, 182 and 183	U II
184, 185, 186 and 187	V II
189 and 190	W II
193 and 194	X II
196, 197, 198 and 199	Y II
200, 201, 202 and 203	Z II
204, 205, 206 and 207	AA II
209 and 210	BB II
212, 213, 214 and 215	CC II
217 and 218	DD II

Each apartment contains in addition to bedrooms, 2 bathrooms, a living room and a kitchen. Each apartment shall be deemed to include all 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 all fixtures originally installed therein, including refrigerator, built-in range, oven, water heater, garbage disposer, dishwasher, washer-dryer, and a room air conditioner. There are 270 parking stalls of which not less than one, ~~no more than two~~, shall be assigned to each apartment upon the original conveyance thereof and which will be appurtenant to and for the exclusive use of such apartment. Each apartment has immediate access to the front and rear entries appurtenant to such apartment and walkways connecting to parking areas and the street entrances of the project.

COMMON ELEMENTS: The common elements will include the limited common elements hereinafter described and all other portions of the land and improvements other than the apartments and they shall specifically include but not be limited to said land in leasehold, all foundations, floor slabs, columns, girders, beams, supports and finished perimeter and load bearing walls, chases, entries, and roofs of buildings, all yards, grounds, landscaping, swimming pools and other recreational facilities, all refuse facilities, mail boxes, patio slabs and rock gardens, all parking areas, driveways and walkways, all ducts, electrical equipment, wiring, pipes and other central and appurtenant transmissions facilities and installations over, under and across the project which serve more than one apartment for services, such as power, light, water, gas, sewer, telephone, radio, television signal distributions. Any and all 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: The proposed Declaration reflects that certain parts of the common elements herein called "limited common elements" are designated and set aside for the exclusive use of certain apartments. Such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows: (a) Not less than one parking space for each apartment to be assigned upon the original conveyance thereof; (b) The front and rear entries of each apartment, including refuse containers and the patio slab or rock garden adjoining each 3-bedroom apartment; and (c) All other common elements of the project which are rationally related to less than all of said apartments or buildings shall be limited to use of said apartments or buildings.

INTEREST TO BE CONVEYED TO PURCHASER: The proposed Declaration discloses that each apartment shall 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 all fixtures originally installed therein, including refrigerator, built-in range, oven, water heater, garbage disposer, dishwasher, washer-dryer, and a room air conditioner. Each apartment shall have appurtenant thereto an undivided one two-hundred and sixteenth (1/216) fractional interest (0.46% percentage interest) in all of the common elements of the project herein called "common interest" and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting and representation in the Association of Apartment Owners.

USE: The proposed Declaration provides that 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 purposes. The apartment shall not be rented to 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, linen or bell-boy service. Except for such transient or hotel purposes, the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration.

OWNERSHIP TO TITLE: The Notice of Intention states that the title to the land consisting of 486,294 square feet committed to the regime is vested in the Trustees of the Bernice Pauahi Bishop Estate. A Certificate of Title by Long & Melone, Ltd., licensed abstractors, dated February 17, 1969 verifies the above. The premises have been demised by the Trustees of the Bernice Pauahi Bishop Estate under Bishop Estate Lease No. 13,957 dated January 22, 1963 recorded in the Bureau of Conveyances in Liber 4523, page 370, and Bishop Estate Lease No. 14,150 dated December 24, 1963 recorded in the Bureau of Conveyances in Liber 4726, page 1. The equitable title of such leases is owned by Developer pursuant to an Assignment of Agreement of Sale of the leases dated February 4, 1969 recorded in the Bureau of Conveyances in Liber 6409, page 455.

ENCUMBRANCES AGAINST TITLE: The Certificate of Title by Long & Melone, Ltd., dated February 17, 1969 certifies that title of the property is subject to the following estates, interests, liens and encumbrances:

AS TO "FIRST": TAX MAP KEY: 3-5-17-21

Terms, covenants and conditions as contained in Lease No. 13,957 dated January 22, 1963, recorded in Liber 4523, page 370, as assigned. Building setback line as shown on map attached to said Lease. Mortgage dated April 20, 1964, recorded in Liber 4734, page 581, from James W. Cawdrey, husband of Elizabeth C. Cawdrey; Bjarne Vemo, husband of Edel Vemo; and J. Albert Warford, husband of Frances Warford; to The Prudential Insurance Company of America, securing \$1,100,000.00. Chattel Mortgage dated April 20, 1964, recorded in Liber 4734, page 592, from James W. Cawdrey, husband of Elizabeth C. Cawdrey; Bjarne Vemo, husband of Edel Vemo; and J. Albert Warford, husband of Frances Warford; to The Prudential Insurance Company of America. Agreement by and between the Trustees under the Will and of the Estate of Bernice Pauahi Bishop, deceased, and The Prudential Insurance Company of America, dated April 20, 1964, recorded in Liber 4749, page 553. Mortgage dated August 13, 1968, recorded in Liber 6280, page 450, from Magba, Inc., et al, to James W. Cawdrey, husband of Elizabeth Cawdrey; Bjarne Vemo, husband of Edel Vemo; and J. Albert Warford, husband of Frances Warford, doing business as Tropicana Village, securing \$645,189.92; Consent thereto dated August 24, 1968, recorded in Liber 6280, page 464, given by said Trustees.

<u>Taxes</u> for the fiscal year July 1, 1968 - June 30, 1969	
1st Installment (PAID)	\$15,320.01
2nd Installment (Delinquent after June 10, 1969)	15,320.00

<u>Assessments</u> of Improvement District No. 145	
Balance	\$32,826.69
Interest	1,969.60
9th Installment	2,735.55
Total due February 23, 1969	\$ 4,705.15

AS TO "SECOND": TAX MAP KEY: 3-5-17-18

Terms, covenants and conditions as contained in Lease No. 14,150 dated December 24, 1963, recorded in Liber 4726, page 1, as assigned. 25-foot building setback line as shown on map attached to said lease. Easement S-3, 10 feet wide, for sanitary sewer purposes in favor of the City and County of Honolulu. Easement S-5, 10 feet wide, for sanitary sewer purposes in favor of the City and County of Honolulu. Mortgage dated December 14, 1964, recorded in Liber 4912, page 165, from James W. Cawdrey, husband of Elizabeth C. Cawdrey; Bjarne Vemo, husband of Edel Vemo; and J. Albert Warford, husband of Frances Warford; to The Prudential Insurance Company of America securing \$1,500,000.00. Chattel Mortgage dated December 14, 1964, recorded in Liber 4912, page 175, from James W. Cawdrey, husband of Elizabeth C. Cawdrey; Bjarne Vemo, husband of Edel Vemo; and J. Albert Warford, husband of Frances Warford; to The Prudential Insurance Company of America. Agreement by and between the Trustees under the Will and of the Estate of Bernice Pauahi Bishop, deceased, and The Prudential Insurance Company of America, dated December 16, 1964, recorded in Liber 4912, page 183. Mortgage dated August 13, 1968, recorded in Liber 6281, page 1, from Magba, Inc., et al, to James W. Cawdrey, husband of Elizabeth Cawdrey; Bjarne Vemo, husband of Edel Vemo; and J. Albert Warford, husband of Frances Warford; doing business as Tropicana Village, securing \$598,872.86; Consent thereto dated October 24, 1968, recorded in Liber 6280, page 475, given by said Trustees.

<u>Taxes</u> for the fiscal year July 1, 1968 - June 30, 1969	
1st Installment (PAID)	\$20,321.94
2nd Installment (Delinquent after June 10, 1969)	20,321.93

<u>Assessments</u> of Improvement District No. 145	
Balance	\$13,616.66
Interest	817.00
9th Installment	1,134.73
Total due February 23, 1969	\$ 1,951.73

AS TO "FIRST" AND "SECOND":

Agreement of Sale dated November 7, 1968, recorded in Liber 6349, page 357, from Magba, Inc., Bojim Investments, Inc., and Capital Building Corporation, Limited, doing business as Tropic Garden, to Prime Properties, Inc., a Hawaii corporation. Consents thereto given by Trustees under the Will and of the Estate of Bernice P. Bishop, deceased, dated December 6, 1968, recorded in Liber 6349, page 376, and in Liber 6349, page 377. Assignment of Agreement of Sale dated February 4, 1969, recorded in Liber 6409, page 455, from Prime Properties, Inc., a Hawaii corporation, to Prime Investments, Inc., a Hawaii corporation, sole general partner of Prime Tropic Venture, a registered Hawaii limited partnership, and Amfac Financial Corp., a Hawaii corporation, Joint Venturers doing business as Tropic Gardens I and II. Assigns all of assignor's right, title and interest in above Agreement of Sale, recorded in Liber 6349, page 357. Consents thereto given by said Trustees, dated February 11, 1969, recorded in Liber 6409, page 463, and in Liber 6409, page 464.

NOTE: The Developer may elect to request the City and County of Honolulu to allocate and pro rate liens of Improvement District 145 among each of the apartments prior to the first conveyance.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated February 7, 1969 identifies Long & Melone, Ltd., as the "Escrow." Upon examination the Sales Contract and the Escrow Agreement are found to be in consonance with Chapter 170A, Revised Laws of Hawaii 1955, as amended, and particularly Section 170A-33 and Sections 170A-33.1 through 170A-33.5 as incorporated in the Horizontal Property Act through Act 244 (L. 1967), effective June 6, 1967.

Among other provisions the executed Escrow Agreement reflects that the purchaser shall be entitled to a refund without interest and less any charges for credit reports or applications if purchaser shall in writing request his funds and any one of the following shall have occurred: (a) Escrow receives a written request from the Sellers to return to purchaser the funds of such purchaser then held by escrow, or (b) If there is any change in the building plans requiring the approval of a 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 entered into a Sales Contract prior to the issuance of the Final Public Report on the project and the Final Public Report differs in any material respect from the Preliminary Public Report, or (d) If the Final Public Report is not issued within one year from the date of Issuance of the Preliminary Report.

It is incumbent upon the purchaser and perspective 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 approves of the Escrow Agreement.

MANAGEMENT AND OPERATIONS: The proposed By-Laws of the Association of Apartment Owners which are incorporated in the proposed 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 it intends to appoint as the initial managing agent Western Properties, Inc., whose principal place of business and post office address is 1108 Fort Street, Honolulu, Hawaii.

STATUS OF PROJECT: The specimen Sales Contract states that in the event that less than 180 apartments are sold prior to December 15, 1969 Sellers may have the option to cancel this contract, refund to purchasers all monies paid, without interest, less costs of credit reports and loan applications and be relieved and released of all further liabilities under the Sales Contract. All improvements on the project have been constructed with completion in April 1966. The Developer advises that upon completion of sufficient sales to pay existing encumbrances and the release of existing encumbrances, occupancy of the project will commence.


Purchasers or perspective purchasers should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted February 10, 1969, and additional information subsequently filed as late as April 7, 1969.

This is a PRELIMINARY HORIZONTAL PROPERTY REGIMES CONDOMINIUM PUBLIC REPORT which is made a part of REGISTRATION NO. 255 filed with the Commission on February 10, 1969. 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.

YH:va
4/17/69

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

April 17, 1969
Registration No. 255


WILLIAM H. C. YOUNG, Member
REAL ESTATE COMMISSION
STATE OF HAWAII