

# 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  
EDEN GARDENS  
60 North Kuakini Street  
Honolulu, Hawaii

REGISTRATION NO. 1089

### 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 8, 1979  
Expires: April 8, 1980

#### 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 and prospective purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED FEBRUARY 8, 1979 AND INFORMATION SUBSEQUENTLY FILED AS OF MARCH 2, 1979. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. EDEN GARDENS is a proposed fee simple condominium project consisting of an 8-story residential building, containing nineteen (19) apartments, and forty-two (42) parking spaces.

2. The Developer of the project has submitted to the Commission for examination all documents and exhibits deemed necessary for the issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached) have not been recorded.
4. Advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public dissemination.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
6. This Preliminary Public Report is made a part of the registration on EDEN GARDENS condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow 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 purchaser or prospective purchaser.
7. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, March 8, 1979, unless a Supplementary or Final Public Report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: EDEN GARDENS

LOCATION: The project is located on that certain parcel of land at 60 North Kuakini Street, Honolulu, Hawaii, and contains 16,515 square feet or thereabouts. The description of the land and the reserved easements, rights, powers and privileges of the owners are more fully set forth in the Declaration.

TAX KEY: First Division, 1-7-11-17

ZONING: A-3

DEVELOPER: The Notice of Intention reveals the Developer to be EDEN GARDENS, INC., a Hawaii corporation, Suite 1172, 190 South King Street, Honolulu, Hawaii 96813, Tel. No. 536-3538. The officers of the corporation are:

Thomas T. Enomoto, President  
Suite 1172, 190 South King Street  
Honolulu, Hawaii 96813

Stanley M. Morikawa, Vice President  
Suite 1172, 190 South King Street  
Honolulu, Hawaii 96813

Douglas K. Sonoda, Secretary  
1200 College Walk  
Honolulu, Hawaii 96817

Ronald Sekimoto, Treasurer  
Suite 1172, 190 South King Street  
Honolulu, Hawaii 96813

ATTORNEY REPRESENTING DEVELOPER: OKUMURA TAKUSHI FUNAKI & WEE,  
ATTORNEYS AT LAW, A LAW CORPORATION (Alfred M. K. Wong), Suite  
500, Alexander Young Building, 1015 Bishop Street, Honolulu,  
Hawaii 96813, Tel. No. 536-1791.

DESCRIPTION OF PROJECT: The proposed improvements consist of an 8-story building constructed principally of reinforced concrete, hollow tile masonry, glass, structural steel, aluminum and allied building materials, with nineteen (19) apartments. The ground floor consists of two levels of parking with forty-two (42) parking stalls, 21 on the bottom level (B) numbered B-01 through B-21 and 21 on the top level (T) numbered T-01 through T-21, and shown on the Condominium Map. Above the two levels of parking, there are seven (7) floors of apartments. The first apartment floor (the second floor of the building) consists of two (2) apartments numbered Terrace "A" and Terrace "B". Terrace "A" is located toward Kuakini Street and Terrace "B" is located toward the rear of the property. Each of the second through sixth apartment floors (the third through seventh floors of the building) contains three (3) apartments, which are designated by the number of the floor on which the apartment is located, hyphenated with the model letter designating its location; "A" being closest to Kuakini Street, "B" being the center unit and "C" being the unit furthest from Kuakini Street. For example, Apartment 2-A is the unit closest to Kuakini Street on the second apartment floor, Apartment 5-B is the center apartment on the fifth apartment floor and Apartment 6-C is the apartment furthest from Kuakini Street on the sixth apartment floor. There are two (2) apartments on the seventh apartment floor (the eighth floor of the building) numbered Penthouse "A" located toward Kuakini Street and Penthouse "B" located toward the rear of the property.

The apartments in the project are more particularly described as follows:

a. There are nineteen (19) freehold estates in the spaces within the perimeter walls, floors and ceilings of the 19 apartments in said building. The 19 apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or of the interior loadbearing walls, the floors and perimeter ceilings surrounding each apartment, or any pipes, wires, ducts, conduits, or other utility or service lines running through such apartments which are utilized for or serve more than one apartment, all of which are common elements as provided in the Declaration. Each apartment shall be deemed to include the walls and partitions which are not loadbearing and which are within its perimeter walls; doors and door frames; windows and window frames; the inner decorated or finished surfaces of walls, floors and ceilings, adjoining or connected thereto; and all fixtures originally installed

therein. Notwithstanding the designation of the limits of the apartments, the square footage of each respective apartment is measured from the exterior face of exterior walls and the center line of party walls, and no reduction is made to account for interior loadbearing walls, ducts, vent shafts and the like, located within the perimeter walls.

b. The apartments designated Terrace "A" and Terrace "B" on the first apartment floor each contains a lanai, a private entry and nine (9) rooms, including two (2) full bathrooms, two (2) bedrooms, a den, a living room, a dining room, a kitchen and a foyer. The approximate floor area of each unit is 1969 square feet including 280 square feet of covered lanai and entry areas and 345 square feet of open lanai area.

c. The model "A" and "C" apartments on the second through sixth apartment floors each contains a lanai, a private entry and eight (8) rooms, including two (2) full bathrooms, two (2) bedrooms, a den, a living room, a kitchen-dining room and a foyer. The approximate floor area of each unit is 1090 square feet including 118 square feet of covered lanai and entry areas. The model "A" apartments are mirror images of the model "C" apartments.

d. The model "B" apartments on the second through sixth floors each contains a lanai, a private entry and eight (8) rooms, including two (2) full bathrooms, two (2) bedrooms, a den, a living room, a dining-kitchen, and a foyer. The approximate floor area of each unit is 1084 square feet including 116 square feet of covered lanai and entry areas.

e. The apartments designated Penthouse "A" and Penthouse "B" on the seventh apartment floor each contains a lanai, a private entry and nine (9) rooms, including two (2) full bathrooms, a den, a living room, a dining room, a kitchen and a foyer. The approximate floor area of each unit is 1624 square feet including 280 square feet of covered lanai and entry areas.

f. Each apartment has immediate access to a corridor which leads to two (2) stairways and one (1) elevator leading to the grounds of the project.

COMMON ELEMENTS: The proposed Declaration states that the owners of apartments will have an undivided interest in the common elements, including specifically but not limited to:

a. Said land in fee simple.

b. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and loadbearing walls, roofs, entries, stairways, walkways, entrances and exits of said building.

c. All yards, corridors, elevators, storage rooms, recreation lanai, fences and walls, trash chute and trash room, grounds and landscaping.

d. All ramps, driveways, refuse collection area and parking areas, as designated on said Condominium Map.

e. All pipes, cables, conduits, ducts, trash chute, electrical meter room, 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. Guest Parking Stalls Numbers T-01, T-02, T-20 and T-21.

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 "limited common elements", are 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. Two (2) automobile parking spaces shall be assigned to each of the apartments upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of such apartment. The initial parking assignment is as shown on Exhibit "A" attached hereto and made a part hereof. 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.

b. Each apartment shall have the exclusive use of one mailbox.

c. All other common elements of the project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASER: Each of the nineteen (19) apartments shall have appurtenant thereto an undivided percentage interest in all the common elements of the project, such interest being defined and referred to herein as the "common interest" and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting, as follows:

<u>Unit Description</u>	<u>Percentage Interest</u>	<u>No.</u>	<u>Total</u>
Terrace "A" and "B"	6.7380%	2	13.476%
"A" and "C" apartments (2nd through 6th floors)	4.8782%	10	48.782%
"B" apartments (2nd through 6th floors)	4.8532%	5	24.266%
Penthouse "A" and "B"	6.7380%	<u>2</u>	<u>13.476%</u>
		19	100.000%

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The purposes for which said buildings and other improvements and each of the apartments are intended and shall be restricted as to use are as follows:

a. The common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to the Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument; excepting, however, the exclusive easements for the use of parking stalls. Any exclusive easement for the use of a parking stall may be conveyed to another apartment owner by a written instrument expressly identifying the apartment to which the parking stall is appurtenant as well as the apartment to which the parking stall will become appurtenant, which written instrument shall be denominated as an amendment of the Declaration and of the deeds of each apartment affected. Such amendment need only be executed by owners directly affected. To the extent that the joinder of apartment owners in addition to those directly affected may be required in order to validate the amendment of declaration for the limited purpose of transferring such easements, such joinder shall be accomplished by power of attorney from each of the owners not affected to the affected owners, the acceptance of ownership of an apartment subject to the Declaration being a grant of such power and the grant, being coupled with an interest, being irrevocable. The transfer, amendment of declaration and amendment of deeds shall be effective upon recording of the same in the Bureau of Conveyances of the State of Hawaii. A copy of said conveyance and amendment of declaration and apartment deeds shall be given to the Board of Directors of the Association of Apartment Owners by the affected owners within fifteen (15) days of the filing thereof.

b. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by the Horizontal Property Act, Chapter 514A, as amended.

c. The apartments shall be occupied and used only for residential purposes and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying of any business, trade or profession whatsoever. The foregoing notwithstanding, the Owners of the respective apartments shall have the absolute right to lease such apartments for residential purposes.

NOTE: The House Rules provide that a prospective lessee or renter must first obtain approval for residency in writing through the Managing Agent and Board of Directors of the Association of Apartment Owners.

d. Administration of the project shall be vested in its Association of Apartment Owners, consisting of all apartment owners of the project in accordance with the By-Laws of the Association. The owner of each apartment upon acquiring title thereto automatically shall become a member of the Association and shall remain a member thereof until such time as his

ownership in the Association automatically shall cease; provided, however, that if and to the extent a lease of any apartment filed with the Board so provides, the lessee of such apartment shall be deemed to be the owner thereof.

The proposed House Rules states in part: (1) Occupancy is limited to not more than two persons per bedroom contained in each apartment, except that such occupancy may be exceeded by members of the immediate family of the owner, rentee or lessee, with the written approval of the Board of Directors; (2) No more than one small dog or cat may be kept by a resident apartment owner in his respective apartment; (3) The throwing of firecrackers from lanais and the explosion of any fireworks on the building grounds or within the building is expressly prohibited; and (4) There shall be no water beds of any nature allowed in any apartment of the project without prior written approval of the Board of Directors.

OWNERSHIP OF TITLE: Title to the land is vested in EDEN GARDENS, INC. The Preliminary Title Report dated January 16, 1979 by Aloha Title Co., Inc. confirms such ownership.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report reports that title to the land is subject to the following:

1. For real property taxes that may be due and owing, reference is made to the Tax Assessor, First Taxation Division.

2. An easement in favor of the State of Hawaii for flowage of storm water over that portion lying within the bed of the Nuuanu Stream and being on the Northwest side of the concrete wall as shown on Map 2 filed with Land Court Application No. 140.

3. Unilateral Agreement for Conditional Zoning dated December 15, 1975, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 745622.

4. Mortgage dated August 30, 1978, filed in said Office of the Assistant Registrar as Document No. 896245, made by EDEN GARDENS, INC. to AMFAC FINANCIAL CORP.

5. Grant of Non-Exclusive Easement dated January 12, 1979, filed in said Office of the Assistant Registrar as Document No. 918854, in favor of Lawrence Takao Makishima and Kazuko Makishima, husband and wife, as tenants by the entirety, granting a non-exclusive easement for ingress and egress purposes only, over, across and through a portion of said land.

PURCHASE MONEY HANDLING. A copy of the Specimen Sales Contract and the executed Escrow Agreement dated January 31, 1979 have been submitted as part of the registration. The Escrow Agreement identifies ALOHA TITLE CO., INC. as the Escrow Agent. Upon examination, the Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is incumbent upon the purchaser and prospective purchaser that he reads with care the Sales Contract and the executed Escrow Agreement. The latter agreement establishes how proceeds from the sale of apartments and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds.

The Sales Contract provides in part: (1) that purchaser's rights under the Sales Contract are subordinate to any interim or construction mortgages; (2) that if the project is not completed and ready for occupancy two (2) years from the date of the Sales Contract, said contract shall terminate and all payments made by Buyer thereunder shall be refunded without deduction or interest and upon such refund to Buyer, Seller and Buyer shall be released from all obligations to each other under the Sales Contract; (3) that any interest payable on monies deposited with escrow shall belong to and be payable to Seller; (4) that Seller reserves the right to sell or lease unsold apartments free from any restrictions on such sale or lease which may under the By-Laws apply to Buyer; (5) that Seller or its agents have made no representations or references concerning rentals of the apartments and that no rental management arrangements are available by the Association Managing Agent, Seller or any person connected with Seller. Buyer shall be solely responsible for the use of Buyer's unit including the rental thereof. Neither Seller nor its agents make any representation regarding either economic benefits to be derived from rentals or tax treatment of the Buyer of an apartment. The tax treatment and economic benefits vary with individual circumstances and Seller and its agents recommend that the Buyer consult with his or her own attorney, accountant or other tax counsel for advice regarding tax treatment; and (6) that the Seller may, at Seller's option, cancel the Sales Contract, refund all monies paid by Buyer without interest, and be relieved and released of all liability under the Sales Contract in the event less than fifteen (15) apartments are sold prior to September 15, 1979.

The Escrow Agreement provides in part: (1) that purchasers' funds may be used to pay for construction costs of the building and other improvements and fixtures; and (2) that a Purchaser shall be entitled to a refund of his funds without interest 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 Developer to return to Purchaser the funds of such Purchaser then held by Escrow; or

(b) If a Purchaser's funds were obtained prior to the issuance of a final public report and if there is any change in the condominium building plans, subsequent to the execution of Purchaser's Sales Contract, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction of buildings, unless the Purchaser has given written approval or acceptance of the specific change; or

(c) If a Purchaser's funds were obtained prior to the issuance of a final public report and the request is prior to the time the final public report is issued; or

(d) If 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 difference; or

(e) If the final public report is not issued within one year from the date of issuance of the preliminary public report.

MANAGEMENT AND OPERATIONS: The Declaration discloses that the administration of the project shall be vested in the Association of Apartment Owners. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-Laws except that the initial Managing Agent shall be appointed by the Developer. IND-COMM MANAGEMENT, INC., a Hawaii corporation, whose principal place of business and post office address is Suite 1172, 190 South King Street, Honolulu, Hawaii 96813, Tel. No. 536-3538, has been named as the initial Managing Agent and is designated as the agent to receive service of process until such time as the Board of Directors of the Association is elected. The Management Agreement shall be for a term of one (1) year from the date of execution and shall continue thereafter for subsequent like periods unless terminated by either party on not more than sixty (60) days' written notice.

NOTE: Eden Gardens, Inc. is a corporation partly owned by Ind-Comm Management, Inc.

STATUS OF PROJECT: Developer has not commenced construction of the project. The estimated date of commencement is April 1, 1979 and the estimated date of completion is December 1, 1979.

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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 February 8, 1979 and information subsequently filed as of March 2, 1979.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1089.

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 in color.

  
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AH KAU YOUNG, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

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

Registration No. 1089

Dated: March 8, 1979

EDEN GARDENS PARKING ASSIGNMENT

<u>Apartment No.</u>	<u>Parking Stall Nos.</u>
Terrace "A"	T-5 and T-6
Terrace "B"	T-7 and T-8
2-A	T-9 and T-10
2-B	B-11 and T-11
2-C	T-15 and T-16
3-A	B-1 and B-2
3-B	B-12 and T-12
3-C	B-3 and B-4
4-A	B-5 and B-6
4-B	B-13 and T-13
4-C	B-7 and B-8
5-A	B-9 and B-10
5-B	B-14 and T-14
5-C	B-15 and B-16
6-A	B-17 and B-18
6-B	B-19 and T-19
6-C	B-20 and B-21
Penthouse "A"	T-3 and T-4
Penthouse "B"	T-17 and T-18