

# 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

ILIMA GARDENS  
3052 Ala Ilima Street  
Honolulu, Hawaii

REGISTRATION NO. 1414 (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 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: July 21, 1981

Expires: August 21, 1982

#### 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED APRIL 14, 1981, AND INFORMATION SUBSEQUENTLY FILED ON JULY 8, 1981. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME LAWS, HAWAII REVISED STATUTES, CHAPTER 514A, AS AMENDED.

1. ILIMA GARDENS is a fee simple condominium project containing 22 apartments located in one three-story building, no basement and no elevator, consisting of

two one-bedroom and twenty (20) two-bedroom types. There will be a total of 22 parking stalls, all of which will be assigned stalls.

2. The Developer of the project 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 basic documents, Declaration of Horizontal Property Regime, executed March 4, 1981, with Bylaws attached, was filed on March 12, 1981 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 1058656, and noted on Transfer Certificate of Title No. 181,378. A copy of the floor plans have been filed as Condominium Map No. 452 in said Office of the Assistant Registrar of the Land Court.
4. No advertising and/or promotional material have been submitted pursuant to the Rules and Regulations promulgated by the Real Estate Commission.
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 Regimes.
6. This Final Public Report is made a part of the registration on ILIMA GARDENS condominium project. The Developer is responsible for placing this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and for securing a signed copy of the Receipt therefor.
7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, July 21, 1981, unless a Supplementary Public Report issues, or the Commission, upon the review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: ILIMA GARDENS

LOCATION: The Project is situated at 3052 Ala Ilima Street, Honolulu, City and County of Honolulu, State of Hawaii, and has a land area of approximately 12,000 square feet.

TAX MAP KEY: 1st Division, 1-1-58-3

ZONING: A-3

DEVELOPER: JEB, INC., a Hawaii corporation, whose principal place of business and post office address is 2923 Ala Puawa Place, Honolulu, Hawaii, 96818, and whose telephone number is (808) 839-1098.

The officers and directors of the corporation and their residence addresses are as follows:

BENJAMIN C. F. LUM President, Director	2923 Ala Puawa Place Honolulu, Hawaii 96818
JAMES W. S. CHUN Vice President, Director	2251-C Judd Street Honolulu, Hawaii 96817
ERNEST K. F. LUM Secretary-Treasurer, Director	3405 Ala Hinalo Place Honolulu, Hawaii 96818

ATTORNEY REPRESENTING DEVELOPER: Richard B. W. Ing, 15 South King Street, Honolulu, Hawaii, 96813; telephone number (808) 523-7541.

DESCRIPTION: The project consists of one three (3) story building containing a total of twenty-two (22) residential apartments and twenty-two (22) paved parking stalls. The first floor contains one two-bedroom apartment and twenty-two (22) paved parking stalls. The second floor contains nine (9) two-bedroom apartments and two (2) one-bedroom apartments. The third floor contains ten (10) two-bedroom apartments. There is no basement or elevator.

Each apartment will bear a three (3) digit number. The first digit will indicate the floor on which the apartment is located. Each floor is connected to the next floor by two separate stairways - one stairway at the front of the building and one stairway at the back of the building.

The building is constructed of reinforced concrete columns, floor slabs, shear walls and roof with both load-bearing walls and non-load bearing partition walls. Non-load bearing walls are of gypsum board and concrete masonry and aluminum frame glass doors and windows. The ground floor parking areas are paved with concrete.

There are nine basic types of apartments in the project as follows:

(1) The Type "A" unit consists of one bedroom, living/dining room, kitchen, one bathroom, and is located on the second floor. The total net living area is 432.5 square feet. There is only one Type "A" unit.

(2) The Type "B" unit consists of one bedroom, living/dining room, kitchen and one bathroom, and is located on the second floor. The total net living area is 461.0 square feet. There is only one Type "B" unit.

(3) Type "C" units consist of two bedrooms, living/dining room, kitchen and one bathroom. The total net living area is 593.3 square feet. Type "C-1" is identical in area and layout, but is reversed. Type C-2 is identical in area and layout, but is reversed and flipped (opposite side of building).

(4) Type "D" units consist of two bedrooms, living/dining room, kitchen and one bathroom. The total net living area is 603.0 square feet.

(5) Type "E" units consist of two bedrooms, living/dining room, kitchen, one bathroom, and a lanai. The total net living area is 610.8 square feet, including 31 square feet.

(6) Type "E-1" units consist of two bedrooms, living/dining room, kitchen, one bathroom and a lanai. The total net living area is 593.0 square feet, including 31 square feet of lanai.

(7) Type "E-2" units consists of two bedrooms, living/dining room, kitchen, one bathroom and a lanai. The total net living area is 610.8 square feet, including 31 square feet of lanai.

(8) Type "E-3" units consist of two bedrooms, living/dining room, kitchen, one bathroom and a lanai. The total net living area is 593.0 square feet, including 31 square feet of lanai.

(9) The Type "F" units consists of two bedrooms, a study or den, living/dining room, kitchen, two bathrooms, a walk-in closet and lanai. The total net living area is 893.5 square feet. There is only one Type "F" unit.

Each of the apartments in the project are connected to the common elements of the project through stairways, hallways, entries and sidewalks.

All units are furnished with a refrigerator, range/oven, stainless steel sink, garbage disposal, carpets and drapes in the bedrooms and living/dining area, plumbing and lighting fixtures.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floor and ceilings surrounding

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

The apartment number of each apartment space, its location and model are as shown on Exhibit "A" attached hereto and by reference made a part hereof.

COMMON ELEMENTS: A freehold estate consisting of all remaining portions of the project being described and referred to in the Declaration as "common elements" which definition includes, but is not limited to:

- (a) Said land in fee simple.
- (b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs (including roof recreation areas), chases, entries, stairways, walkways, entrances and exits of said building.
- (c) All yards, grounds, landscaping, planting areas and all refuse facilities.
- (d) All parking areas, driveways and loading 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.
- (f) 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 the designated "limited common elements", are hereby 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) Each apartment shall have appurtenant thereto one parking space as shown on Exhibit "A" attached hereto.

(b) The mailboxes assigned to each apartment shall be limited to the use of such apartment.

(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 the use of such apartments or buildings.

INTEREST TO BE CONVEYED PURCHASER: Each apartment shall have appurtenant thereto an undivided 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, as set forth in Exhibit "A" attached hereto.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The apartment 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 apartment shall not be rented for hotel or transient purposes, which are defined as (a) rental for a period less than thirty (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. Said apartments shall not be subjected to any time-sharing plan or scheme. Except for such transient or hotel purposes and except for time-sharing plans or schemes, the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration.

OWNERSHIP: The Preliminary Title Report prepared by Hawaii Escrow and Title, Inc. confirms that the fee simple title to the land and improvements are vested in ERNEST KEONG FAT LUM and EILEEN SETSUKO LUM, husband and wife, as Tenants by the Entirety, and BENJAMIN CHONG FAT LUM and DOLORES BOW SEIN LUM, husband and wife, as Tenants in Common. Said land is subject to an Agreement of Sale dated August 9, 1977 between fee owners and JAMES WAH SOONG CHUN and JIN YEE CHUN, husband and wife, who on February 23, 1981 assigned their interest in said Agreement of Sale to JEB, INC., the Developer.

ENCUMBRANCES AGAINST TITLE: The following are encumbrances against title:

(a) The exception and reservation in favor of the Trustees under the Will and of the Estate of Samuel M. Damon, deceased, of all artesian and other underground water and rights thereto, as reserved in that certain Deed dated October 7, 1965, filed in said Office of the Assistant Registrar as Document No. 372554; said Trustees released all right to enter upon surface of lands to exercise said

exception and reservation, including any rights of ingress and egress upon said land, by Release dated October 12, 1965, filed as aforesaid as Document No. 372562.

(b) The covenants as contained in Declaratory Instrument dated November 24, 1970, filed as aforesaid as Document No. 520605.

(c) An easement affecting a portion of said land in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, for utility purposes, dated November 12, 1976, filed in said Office of the Assistant Registrar as Document No. 793945; Consent thereto being filed December 14, 1976, in said Office of the Assistant Registrar, as Document No. 793946.

(d) Taxes that are due and owing. Reference is made to the Office of the Tax Assessor, First Division.

(e) That certain mortgage in favor of Honolulu Federal Savings and Loan Association, dated March 15, 1976 and filed in said Office of the Assistant Registrar as Document No. 757299.

(f) That certain Financing Statement covering certain personal property in favor of Honolulu Federal Savings and Loan Association, recorded in the Bureau of Conveyances, State of Hawaii, in Liber 11300, Page 241.

(g) That certain Agreement of Sale between ERNEST KEONG FAT LUM and EILEEN SETSUKO LUM, husband and wife, and BENJAMIN CHONG FAT LUM and DOLORES BOW SEIN LUM, husband and wife, as Sellers, and JAMES WAH SOONG CHUN and JIN YEE CHUN, husband and wife, as Purchasers, dated August 9, 1977, filed on August 16, 1977, as Document No. 830545, in the Office of the Assistant Registrar of the Land Court.

(h) That certain Assignment of Agreement of Sale, dated February 23, 1981, by and between JAMES WAH SOONG CHUN and JIN YEE CHUN, husband and wife, as Assignors, and JEB, INC., a Hawaii corporation, as Assignee, filed as Document No. 1056512, in said Office of the Assistant Registrar of the Land Court, State of Hawaii.

(i) Declaration of Horizontal Property Regime for Ilima Gardens and the Bylaws attached thereto recorded in the Office of the Assistant Registrar as Document No. 1058656, and Condominium Map No. 452.

(j) In addition, the apartments and common elements shall also have and be subject to the following easements:

a) Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for

such purposes for ingress to, egress from, utility services for and support of such apartment; in the other common elements as provided herein; and in all apartments of the buildings for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other apartments of the building for support.

b) If any part of the common elements now or hereafter encroaches upon any apartment or limited common element, a valid easement for such encroachment and the maintenance thereof, so long as it continues shall exist. In the event any building of the project shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

c) Each apartment shall be subject to an easement in favor of the Association of Apartment Owners of the project for access to any common elements located in such apartment.

PURCHASE MONEY HANDLING: An Escrow Agreement dated April 6, 1981, has been executed and a copy of same has been filed with the Commission. The Escrow agent is GUARDIAN ESCROW SERVICES, INC. Upon examination, the specimen Deposit Receipt and Sales Contract and the executed Escrow Agreement are found to be consonant with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly Sections 514A-37, 39, 40 and 63 through 514A-66.

The Escrow Agreement provides, in part, that a purchaser under the Sales Contract shall be entitled to refund of all payments held by Escrow which were paid by such purchaser if purchaser shall so request in writing and any one of the following events shall have occurred:

(a) Escrow has received a written request from Seller to return to purchaser the funds of such purchaser then held by Escrow; or,

(b) If purchaser's funds were obtained prior to an issuance of a Final Public Report and if there is any change in the building plans, subsequent to the execution of the sales contract requiring the approval of an official of the County in which the Project is situate having jurisdiction over the issuance of Construction Permits, unless the purchaser has given written approval or acceptance of the change; or,

(c) If a 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 previously given written approval or acceptance of such difference; or,

(d) If the Final Public Report is not issued within one (1) year from the date of issuance of the Preliminary Public Report.

Except for cancellation under subparagraph (c) above, Escrow may deduct from any such refund made to a purchaser a sum of \$75.00 as and for a cancellation fee, together with the cost of any Credit Reports, Long Distance Telephone Toll charges and other like incidental expenses reasonably incurred on behalf of the purchaser. Except for the cancellation fee, the amount of any such charges to be so deducted shall be given to Escrow by Seller in writing within a reasonable time after the same have been incurred.

Among other provisions, the specimen Deposit Receipt and Sales Contract provides that the Seller has the right and option to cancel this contract by giving written notice to Purchaser if (a) Seller is prevented by law from completing the construction of the project, or (b) if less than 12 apartments in the project are sold by December 1, 1981.

It is incumbent upon the prospective purchaser that he reads with care the Deposit Receipt and Sales Contract and the executed Escrow Agreement. The latter Agreement establishes how the proceeds from the sale of condominium units are placed in trust as well as the retention and disbursement of said funds.

MANAGEMENT AND OPERATIONS: The Bylaws of the Association of Owners vest the Board of Directors with the powers and duties necessary for the administration of the affairs of the project. JEB, INC., the developer, has been identified as the initial managing agent.

STATUS OF THE PROJECT: The project was completed on or about October 13, 1976 as evidenced by a copy of the Notice of Completion submitted to the Commission.

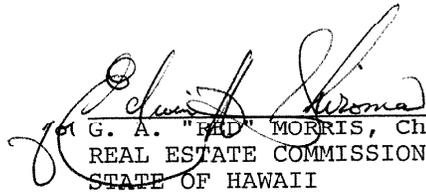
A letter from the Building Department of the City & County of Honolulu confirms that the building in the project met all code requirements at the time of construction and no variances or special permits were granted to allow deviations from any applicable codes.

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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 April 14, 1981, and information subsequently filed as of July 8, 1981.

THIS FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1414 filed with the Commission on April 14, 1981.

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



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

Distribution:

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

REGISTRATION NO. 1414

DATED: July 21, 1981

EXHIBIT "A"

<u>UNIT NO. AND TYPE</u>	<u>DWELLING AREA</u>	<u>LANAI AREA</u>	<u>PARKING STALL NO.</u>	<u>PERCENTAGE OF COMMON ELEMENTS</u>
101 - E	579 Sq. Ft. +	31 Sq. Ft.	13 (compact)	4.6333%
201 - E	579 Sq. Ft. +	31 Sq. Ft.	11	4.6333%
202 - C-1	593 Sq. Ft.	--	14	4.6333%
203 - C	593 Sq. Ft.	--	15	4.5005%
204 - E-1	562 Sq. Ft. +	31 Sq. Ft.	12 (compact)	4.4982%
205 - D	603 Sq. Ft.	--	16	4.5741%
206 - E-2	579 Sq. Ft. +	31 Sq. Ft.	17	4.6333%
207 - C-2	593 Sq. Ft.	--	18	4.5005%
208 - C-3	593 Sq. Ft.	--	3 (compact)	4.5005%
209 - E-3	562 Sq. Ft. +	31 Sq. Ft.	20	4.4982%
210 - A	432 Sq. Ft.	--	5 (compact)	3.2809%
211 - B	461 Sq. Ft.	--	6	3.4970%
301 - E	579 Sq. Ft. +	31 Sq. Ft.	21	4.6333%
302 - C-1	593 Sq. Ft.	--	22	4.5005%
303 - C	593 Sq. Ft.	--	1	4.5005%
304 - E-1	562 Sq. Ft. +	31 Sq. Ft.	2	4.4982%
305 - D	603 Sq. Ft.	--	19	4.5741%
306 - E-2	579 Sq. Ft. +	31 Sq. Ft.	4	4.6333%
307 - C-2	593 Sq. Ft.	--	7	4.5005%
308 - C-3	593 Sq. Ft.	--	8	4.5005%
309 - E-3	562 Sq. Ft. +	31 Sq. Ft.	9	4.4982%
310 - F	893 Sq. Ft.	--	10	<u>6.7778%</u>
	TOTAL			100.0000%