

# 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  
PACIFIC MONARCH  
Kuhio, Uluniu and Prince Edward Streets  
Waikiki, Honolulu, Hawaii

REGISTRATION NO. 995

### 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: May 30, 1978  
Expires: June 30, 1979

#### SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that the 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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED APRIL 17, 1978, AND INFORMATION FILED AS OF MAY 24, 1978. DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION ON THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. The PACIFIC MONARCH is a proposed leasehold condominium project consisting of 216 residential apartments, 3 commercial apartments and a parking apartment, all located in a 34-story building.

2. The Developer of the Project has submitted to the Commission for its examination all documents deemed necessary for the registration of this condominium project and the issuance of this Preliminary Public Report.
3. Developer reports that the Declaration of Horizontal Property Regime, the Bylaws of the Association of Apartment Owners and the Condominium Map will be recorded in the Bureau of Conveyances of the State of Hawaii immediately prior to the application for a Final Public Report.
4. Advertising and promotional materials have not been submitted to the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Hawaii Revised Statutes, Chapter 514A, and the Rules and Regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Preliminary Public Report expires thirteen (13) months after issuance, May 30, 1978, unless a Final Public Report or a Supplementary Public Report issues, or the Commission, upon review of the registration, issues an order extending the effective date of this report.
7. This Preliminary Public Report is part of the registration of the PACIFIC MONARCH. The Developer has the responsibility of placing a true copy of this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and securing a signed copy of the receipt for the Preliminary Public Report from each purchaser.

NAME OF PROJECT: PACIFIC MONARCH

LOCATION: The Project is located in Waikiki, Honolulu, Hawaii, at the corners of Kuhio Avenue, Uluniu Street and Prince Edward Street, and has a land area of approximately 16,693 square feet.

TAK KEY: 2-6-23-56

ZONING: The property is zoned H-2. Purchasers should be aware that this zoning classification presently imposes a requirement of 24-hour front desk service.

DEVELOPER: HASEGAWA KOMUTEN (USA), INC., a Hawaii corporation, Suite 1814, Hawaii Building, 745 Fort Street, Honolulu, Hawaii, ph. 536-0195, whose officers are Kohei Goda, President, Shigeo Kimura, Vice President, Seiji Kurasawa, Vice President/General

Manager and Takehiko Yamamura, Secretary/Treasurer.

ATTORNEY REPRESENTING DEVELOPER: Cades Schutte Fleming & Wright (Attn.: Bernice Littman), 12th Floor, Bishop Trust Building, P. O. Box 939, Honolulu, Hawaii 96808, telephone 521-9245.

DESCRIPTION OF PROJECT:

Description and Division of Project.

The Project contains a single building of 34 stories consisting of an entrance lobby, three commercial apartments, a parking apartment containing a total of 100 parking stalls, 27 floors containing 216 residential apartments and a recreation deck and sun deck with a swimming pool. Each apartment in the Project has access to common elements which give access to the street, either directly or via an elevator. The Project will be constructed of reinforced concrete, steel, glass, aluminum and allied building materials and is more specifically described as follows:

Residential Apartments.

The 216 residential apartments are located on the 6th through 32nd floors, 8 apartments on each floor. There are 2 types of apartments, more particularly described as follows:

Type A Apartment. There are 108 Type A residential apartments with 4 each located on the 6th through the 32nd floors, numbered 02, 03, 06 and 07 preceded by the number of the floor on which they are located. Each Type A apartment has a floor area of approximately 443 square feet and contains a living/dining room with kitchen facilities, bedroom and bathroom. Each Type A apartment has an adjacent lanai of approximately 143 square feet.

Type B Apartment. There are 108 Type B residential apartments with 4 each located on the 6th through the 32nd floors, numbered 01, 04, 05 and 08 preceded by the number of the floor on which they are located. Type B apartments have the following approximate floor areas: 01 and 08 apartments have 360 square feet, 04 apartments have 352 and 05 apartments have 356. Each Type B apartment has a living/sleeping room and a bathroom. Each Type B apartment has an adjacent lanai of approximately 58 square feet.

The residential apartments will all have carpets except in bathrooms and kitchen areas which will have tile. The Type A apartments all have kitchen facilities consisting of a range and self-cleaning oven, refrigerator and disposal. The Type B apartments have a under-counter refrigerator and disposal. Each residential apartment has one air conditioner.

Commercial Apartments.

There are three Commercial Apartments located on the first floor. Commercial Apartment 1 is located adjacent to the elevator lobby on the first floor; consists of a kitchen, two additional rooms and covered lanai, and has a floor area of approximately 1762 square feet plus the lanai of approximately 330 square feet for a total of approximately 2592 square feet. Commercial Apartment 2 is located adjacent to the entrance lobby on the first floor; consists of a single room and has a floor area of approximately 264 square feet. Commercial Apartment 3 is located adjacent to the entrance lobby on the first floor and consists of a front desk and two offices and has a floor area of approximately 520 square feet.

Parking Apartment.

The Parking Apartment consists of four levels of parking for 100 cars on the 2nd, 3rd, 4th and 5th floors of the building with an entrance and exit ramp running from the ground level to the 5th floor and has a total floor area of approximately 42,650 square feet.

Limits of Apartments:

The respective apartments shall not be deemed to include the undecorated or unfinished walls, floors, and ceilings surrounding each apartment, or any pipes, wires, conduits, or other utility lines running through such apartment which are utilized by or serve more than one apartment, the same being deemed common elements as hereinafter described. Each apartment shall include all walls and partitions which are not load-bearing within its perimeter walls, the inner, decorated, or finished walls, floors and ceilings, and any built-in fixtures.

COMMON ELEMENTS:

The common elements will include:

- (1) the land in fee simple;
- (2) all foundations and all load-bearing columns, girders, beams, supports and walls;
- (3) all ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, telephone and water which serve all apartments, if any;
- (4) The following portions of the Project which are shown in yellow on the proposed Condominium Map submitted to the Commission:
  - a. certain landscaped areas;

- b. the porte cochere, front entrance driveway and loading area, the entry ways, lobby and elevator lobby;
- c. men's and women's rest rooms, mechanical room and pump room and transformer on the first floor, a rear-loading area and trash area, the trash chutes, elevators, smoke tower and stairways;
- d. the elevator lobbies and corridors on all floors;
- e. the telephone equipment and electrical switchboard rooms on the second floor, laundry equipment and storage rooms on the third floor, the emergency generator and water heater rooms on the fourth floor, equipment rooms on the fifth floor, and mechanical rooms on the sixth through thirty-third floors and the area surrounding the bottom of the swimming pool on the thirty-third floor.

The common elements shall also include the limited common elements described below, and all other portions of the Project, other than the apartments, including, specifically, but not limited to, the common elements mentioned in the Horizontal Property Act which are actually constructed on the land, and all other portions of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use, and which are not included as part of an apartment.

NOTE: All parking stalls in the Project are located in the Parking Apartment and are not common elements of the Project.

LIMITED COMMON ELEMENTS:

The following parts of the common elements are reserved for the exclusive use of certain apartments:

Commercial Elements. The following commercial limited common elements ("commercial elements"), which are shown in blue on the proposed Condominium Map, shall be appurtenant to and for the exclusive use of the commercial apartments and all costs and expenses of every description pertaining thereto ("commercial expenses"), including, but not limited to, the cost of maintenance, repair, and replacement of, and the making of any additions and improvements to, and the cost of administering and operating, including the cost of any security arrangements, and the cost of insuring, shall be charged to and borne by the owner of each of the commercial apartments with respect to the commercial elements appurtenant to his commercial apartment.

Commercial Apartment 1 shall have the exclusive use of the kitchen service walk adjacent to Commercial Apartment 1 and

the pathway and planting area adjacent to Commercial Apartment 1.

Commercial Apartment 2 shall have the exclusive use of the pathway and planting area adjacent to Commercial Apartment 2.

Residential Elements. The following residential limited common elements ("residential elements") are shown in lilac on the proposed Condominium Map and are appurtenant to and for the exclusive use of the residential apartments, and all costs of every description pertaining thereto ("residential expenses"), including, but not limited to, the cost of maintenance, repair and replacement of, and the making of any additions and improvements to, and the cost of administering and operating, including the cost of any security arrangements, and the cost of insuring, shall be charged to and borne by each owner of a residential apartment in the percentage in which the common interest appurtenant to his residential apartment bears to the total common interest of all residential apartments:

(1) each residential apartment has appurtenant to it the adjacent lanai;

(2) all the residential apartments have appurtenant to them the following:

a. the recreational deck on the thirty-third floor, including the sauna and toilets, jacuzzi equipment room and recreation deck and wet bar,

b. the swimming pool, jacuzzi and sun deck on the thirty-fourth floor,

c. all ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, telephone and water which only serve the residential apartments except those which serve only a single residential apartment.

PERCENTAGE OF UNDIVIDED OWNERSHIP TO BE CONVEYED:

The apartments have the following common interest in the common elements of the Project and the residential apartments will be responsible for the percentage share of the residential expenses shown in the right column:

	<u>Common Interest*</u>	<u>Residential Expenses</u>
<u>Type A Residential Apts.</u>		
02	0.4956%	0.5233%
03	0.4956%	0.5233%

	<u>Common Interest*</u>	<u>Residential Expenses</u>
06	0.4956%	0.5233%
07	0.4956%	0.5233%
<u>Type B Residential Apts.</u>		
01	0.3844%	0.4058%
04	0.3763%	0.3973%
05	0.3804%	0.4016%
08	0.3844%	0.4058%
Commercial Apt. 1	2.0508%	--
Commercial Apt. 2	0.2694%	--
Commercial Apt. 3	0.5303%	--
Parking Apt.	2.4362%	--

Each apartment owner's undivided ownership interest in the common elements and his voting rights shall be in proportion to his common interest.

The common expenses of the Project are divided into three categories; namely, (1) common expenses, (2) residential expenses, and (3) commercial expenses. The common expenses include all costs of operating and maintaining all common elements exclusive of the limited common elements. As required by the Horizontal Property Act, the costs of operating and maintaining the limited common elements shall be charged to the owners of the apartments having the exclusive use of the limited common elements. Therefore, all costs of maintaining the residential elements shall be shared by the residential apartment owners in the proportion that the common interest appurtenant to each residential apartment bears to the total common interest appurtenant to all the residential apartments. Similarly, all costs of maintaining and operating the commercial elements shall be borne by the commercial apartments to which the commercial elements are appurtenant.

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\* Common expenses, excluding expenses pertaining to residential or commercial elements, are in the same proportion as the common interest.

The Board of Directors of the Association of Apartment Owners has the authority, pursuant to the terms of the proposed Declaration of Horizontal Property Regime, to allocate the common expenses of the Project among the categories of common expense, residential expense and commercial expense.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE:

Each residential apartment shall at all times be used as a permanent or temporary residence or as a hotel room, and for any other purpose permitted by all applicable laws.

The commercial apartments and the commercial elements appurtenant thereto may be used for any purpose which may from time to time be permitted by law. Without limiting the generality of the foregoing, the owners of the commercial apartments may alter the layout of the spaces within the commercial apartments and may add additional commercial operations by further partitioning the commercial apartments so long as such changes to the interior of the commercial apartments do not upset the structural integrity of the Project.

The parking apartment shall at all times be used to park motor vehicles and for any other purpose permitted by the applicable zoning laws. The owner of the parking apartment shall have the right to establish a system of control by gate, guard, parking cards, stickers, validation, rules and regulations, or otherwise for the vehicular access to and from the parking apartment. The owner of the parking apartment may freely determine the persons to whom and the terms on which parking privileges may be offered.

The owner of any two or more apartments separated by a common element or limited common element which is a wall or floor (including a common element which constitutes a floor of one of the apartments and a ceiling of another) may alter or remove all or portions of the intervening wall or floor, if the structural integrity of the Project is not thereby affected and if the finish of the common element then remaining is restored to a condition substantially compatible to that of the common element prior to such alteration. The owner of such adjacent apartment may install in and attach in such opening or openings in such common elements elevators, lifts, stairs, tubes, and other service devices and may remove and retain ownership of the installed equipment. Upon the termination of the common ownership of such adjacent apartments, if the intervening wall or floor shall have been altered or removed pursuant to the foregoing provisions, each of the owners of such apartments shall be obligated to restore such intervening wall or floor to substantially the condition in which the same existed prior to such alteration or removal.



The owner of any commercial apartment and the parking apartment may from time to time install, maintain and rearrange partitions and other improvements within his apartment and the commercial elements as appropriate for their commercial utilization so long as the structural integrity of the Project is not impaired.

The owners of Commercial Apartments 1 and 2 shall each have the right, at their own cost and expense, to erect a screen wall or fence along the Uluniu Street property line parallel to the windows of the commercial apartment. Such a wall or fence shall be a commercial element appurtenant to the commercial apartment which it parallels. Such wall or fence shall be so designed that it is compatible in appearance with the exterior of the building. If the owner of one commercial apartment shall construct such a wall or fence, then any later continuation by the owner of the other commercial apartment shall be compatible in appearance and materials.

The Rules & Regulations submitted to the Commission indicate that pets may be allowed only upon prior written approval of the Board of Directors of the Association and that should such pets prove a nuisance, they must be removed within two weeks notice from the Board.

OWNERSHIP OF TITLE:

The Title Insurance Policy dated December 22, 1977, issued by Title Insurance and Trust Company, updated by a Preliminary Report of Title Guaranty of Hawaii, Inc. dated May 10, 1978, states that fee simple title to the land is held by the Developer.

ENCUMBRANCES:

Said Preliminary Report of May 10, 1978 states that the title to the property is subject to the following encumbrances:

1. Real Property Taxes due after June 30, 1978. For further information, check with the Tax Assessor, First Division.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. A 15-foot building setback line shown on File Plan No. 149.
4. Restrictive condition in deeds recorded in Liber 502, Page 192, Liber 512, Page 161, Liber 425, Page 112 and Liber 452, Page 287, prohibiting sale of malt, vinous, spirituous or intoxicating liquors.
5. Covenants dated June 16, 1975 and recorded in Book 10719, Page 484.

6. Agreements dated December 21, 1977 and recorded in Book 12633, Page 559.

The Developer has advised the Commission that any mechanics' or materialmen's liens will be cleared or partially released as to any apartment prior to conveyance, and that Developer intends to seek removal of the covenant against sale of liquor from future title reports.

PURCHASE MONEY HANDLING:

A copy of a specimen Deposit Receipt and Sales Contract and an executed Escrow Agreement have been submitted as part of the registration. The Escrow Agreement dated April 6, 1978, identifies Title Guaranty Escrow Services, Inc. as the "Escrowee". Upon examination, the specimen Deposit Receipt and Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly with Sections 514A-39, 63, 64 and 66.

A prospective purchaser should carefully examine the form of Deposit Receipt and Sales Contract and the Escrow Agreement to determine the time for and the amount of the installment payments on the purchase price and his obligations to pay the closing costs. It is incumbent upon the purchaser to read and understand the Escrow Agreement before signing the Deposit Receipt and Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's down payments prior to and after the completion of the construction of the Project. Among other things, the Sales Contract specifies that purchaser subordinates his interest therein to the lien of a proposed construction mortgage, that Seller shall have the right to withhold consent to the assignment of Sales Contracts under certain circumstances, and that Seller may alter building plans and the proposed Condominium Map without purchaser's approval.

MANAGEMENT AND OPERATION:

Article III, Section 3, of the Bylaws states that the Board of Directors shall at all times employ a responsible managing agent to manage and control the Project, subject at all times to direction by the Board of Directors.

STATUS OF PROJECT:


Construction of the Project has commenced and the Developer presently estimates that it will be completed in February, 1979.

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The purchaser and prospective purchasers should be cognizant of the fact that this Public Report represents information disclosed by the Developer in the required Notice of Intention submitted April 17, 1978 and information subsequently filed as of May 24, 1978.

This PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 995 filed with the Commission on April 17, 1978.

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

(for)   
AH KAU YOUNG, CHAIRMAN  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Department of Taxation  
Bureau of Conveyances  
Department of Land Utilization,  
City and County of Honolulu  
Escrow Agent  
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Registration No. 995

May 30, 1978