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

HAWAIIAN COLONY
1946 Ala Moana Boulevard
Waikiki, Honolulu, State of Hawaii

REGISTRATION NO. 1297

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: July 2, 1980
Expires: August 2, 1981

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:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED APRIL 23, 1980, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF JUNE 25, 1980. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. HAWAIIAN COLONY is a proposed leasehold condominium project consisting of two existing interconnected three-story buildings, without a basement, containing ninety (90) studio apartments. The sixty (60) apartments on the second and third floors will be used solely for residential purposes. The thirty (30) apartments on the ground or first floor will be used for either residential or commercial purposes or a combination of both uses. There are a total of twenty-three (23) uncovered parking stalls on the grounds of the Project which, as limited common elements, will be appurtenant to and for the exclusive use of Apartment No. 117, the ownership of which is to be retained by Developer.

   NOTE: THERE ARE NO PARKING STALLS AVAILABLE AS PART OF THE OWNERSHIP OF ANY OTHER APARTMENT.

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

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners, and a copy of the approved Floor Plans) have not been filed in the office of the Recording Officer.

4. No advertising or promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission.

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

6. This Preliminary Public Report is made a part of the registration of the HAWAIIAN COLONY condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed copy of the receipt therefor from each such person.

7. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, July 2, 1980, unless a Final or Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this report.

NAME OF PROJECT: HAWAIIAN COLONY

LOCATION: The site, comprising approximately 25,334 square feet, is located at 1946 Ala Moana Boulevard, Honolulu, Hawaii 96814.

TAX MAP KEY: 2-6-07-20 (1st Division).

ZONING: Resort-Commercial under Waikiki Special Design District.

DEVELOPER: MEEKER LAND & DEVELOPMENT, LTD., a Hawaii corporation whose principal place of business and post office address is Garden Court, 1110 Richards Street, Honolulu, Hawaii 96813. Phone: 524-6335. The officers of said corporation are as follows:

Roger V. Meeker - President, Secretary and Treasurer
Eugene K. Despain - Vice-President

ATTORNEY REPRESENTING DEVELOPER: Roger V. Meeker, Attorney-at-Law, 1110 Richards Street, Garden Court, Honolulu, Hawaii 96813. Phone: 524-6335.

DESCRIPTION OF THE PROJECT:

General Description. The proposed Declaration of Horizontal Property Regime and the plans submitted by the Developer reflect that the Project consists of two existing interconnected three-story buildings, without a basement, containing ninety (90) studio apartments. The Project also contains a total of twenty-three (23) parking stalls, and recreational facilities including a courtyard with swimming pool on the ground floor and sun deck on the second floor.

Construction Materials. The building is constructed principally of reinforced concrete floor slabs, reinforced concrete and block bearing walls, steel, aluminium, glass and allied building materials.

Description of Building. The ground floor contains the entry lobby, reservation and registration office, thirty (30) apartments, interior courtyard with swimming pool, planting areas, boiler room, two (2) stairways and a parking area at the rear of the building containing vehicular entries and exits, driveways and twenty-three (23) parking stalls. The ground floor apartments may be used for residential, commerical or hotel pool purposes.

Each of the second and third floors contain thirty (30) apartments, exterior access corridors, a storage room, boiler room and two stairways. The second floor also has an open air sundeck located over the lobby area at the front of the building. The use of the second and third floor apartments is restricted to either residential or hotel pool purposes.

Access. All apartments on the ground floor have direct access to the lobby and street entrances of the Project. Each of the apartments above the ground floor has immediate access to its entry after travel by stairway to its designated floor. The building is serviced by two (2) stairways.

Division of Property. The Project is divided into ninety (90) separate condominium apartments, more particularly described as follows:

(a) Type "A" Apartments: There are eighty-seven (87) apartments designated on the Condominium Map as being a Type "A" studio apartment containing two rooms and consisting specifically of a multi-purpose room and a bathroom. Said apartments are equipped with kitchenette facilities consisting of a sink, refrigerator and range. The approximate gross area of each of said apartments is 288 square feet.

(b) Type "B" Apartments: There are three (3) apartments designated on the Condominium File Map as being a Type "B" studio apartment, having the same type and number of rooms as the Type "A" apartments, with the same kitchenette facilities. However, the Type "B" apartments have an approximate gross area of 332 square feet.

Each apartment has been given a three digit numerical designation by which its location in the Project can be determined. The first number designates the floor upon which the apartment is located. The last two digits of each apartment number indicate said apartment's location on its floor, with the lowest numbered apartment on each floor being located on the Diamond Head end of the building, and the highest numbered apartment being situated at the Ewa end.

Limits of Apartments. Each apartment shall include:

(a) all the walls and partitions which are not load-bearing within its perimeter walls;

(b) all glass windows, louvres, doors, panels and railings along its perimeter;

(c) the inner decorated or finished surfaces of the perimeter walls or interior load-bearing walls;

(d) the interior-finished surfaces of the floors and ceilings;

(e) all built-in fixtures and appliances originally installed therein;

(f) any utility system or component thereof which is located within any apartment designed for the exclusive use of such apartment; and

(g) all of the air space encompassed within the condominium unit.

Notwithstanding the foregoing, the apartments shall not include:

(a) that portion of any load-bearing interior or perimeter wall within or surrounding any unit which (except for the inner finished surfaces of any such wall), shall be a common element;

(b) the floors and ceilings of any apartment which shall be common elements, except for their inner finished surfaces; and

(c) any pipes, shafts, chases, ducts or any other enclosed spaces for wiring, plumbing, air exhaust or ventilation, serving or being utilized by more than one condominium unit, the same being deemed common elements as provided hereinbelow.

Notwithstanding the designation of the limits of the respective apartments hereinabove, the approximate gross area of each unit, as set forth above, is computed by measuring from the painted surfaces of the perimeter walls to the centerline of the interior party walls, and no reduction has been made to account for interior walls, ducts, vents, shafts and the like located within the perimeter walls.

COMMON ELEMENTS: One freehold estate is designated in all of the remaining portions of the Project, herein called the "common elements". The common elements described under the heading "Limited Common Elements" hereinbelow and all portions of the Project other than the apartments, including specifically, but not limited to, are:

1. All the land in fee simple;

2. All foundations, columns, girders, beams, floor slabs, roofs, supports and load-bearing walls, (except for the inner finished surfaces within each unit);

3. All structural elements, stairways, walkways, retaining walls, fences and railings;

4. All pedestrian walkways and entrances and exits to the building, all yards, grounds and landscaped areas;

5. The lobby and office on the ground floor, all parking areas, driveways and parking stalls, and the swimming pool and its filtration equipment;

6. The boiler and storage rooms and all other mechanical rooms and installations, including ducts, shafts, sewer lines, electrical equipment, pipes, wiring, and other central and appurtenant transmission facilities and installations which serve all condominium units for service such as power, light, water, gas, refuse, telephone and radio and television signal distribution;

7. Any and all other structures, apparatus and installations of common use, and all other parts of the Project necessary or or convenient to its existence, maintenance and safety, or normally in common use.

8. All recreational areas and facilities of the Project.

9. All components of the hot and cold water circulation system serving only the apartments, including heaters, pumps, waste-lines, conduits, and pipes; and

10. All other common elements of the Project which are rationally related to all of the apartments.

LIMITED COMMON ELEMENTS. Certain parts of the common elements, herein called and designated "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments, and such units shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are listed below. Unless otherwise provided herein, all costs of every kind pertaining to each limited common element, including but not limited to cost of security, maintenance, repair, replacement, additions and improvements, shall be borne entirely by the unit or units to which they are appurtenant. If any cost is charged to more than one unit, each such unit shall bear that portion of the total cost equal to the ratio which its common interest bears to the total common interest of all units responsible for said cost.

1. The twenty-three (23) parking spaces located at the Project are limited common elements appurtenant to and for the exclusive use of Apartment No. 117.

2. The boiler room, laundry rooms, storage rooms, lobby office (including front desk space), the commercial enclosure in the entrance to the lobby, and the sundeck or landing located on the second floor are also limited common elements and are appurtenant to and for the exclusive use of Apartment No. 117.

3. The areas in front of the ground floor apartments, as well as the areas immediately in front of interior Apartments No. 118 and 119 as shown on the Condominium Map are appurtenant to and for the exclusive use of the indicated apartments.

4. All electrical, plumbing, telephone, cable, television, or other utility systems, or any component thereof, serving or for the exclusive use of only one unit or one or more limited common elements appurtenant to only one unit, to the extent such system is located outside the boundaries of such unit as described herein, shall be a limited common element appurtenant to such unit.

5. All other common elements of the Project which are rationally related to less than all of said apartments, shall be limited common elements for the exclusive use of the apartment to which they are appurtenant.

PERCENTAGE OF UNDIVIDED INTEREST: Apartment 117 shall have appurtenant thereto an undivided 21/1000th fractional interest (a 2.1 percentage interest) in the common elements of the Project, and such apartment shall have such percentage in all profits and common expenses of the Project, except as otherwise expressly provided for herein and in the By-Laws, and for all other purposes including voting. The remaining 89 apartments shall each have appurtenant thereto an undivided 11/1000th fractional interest (a 1.1 percentage interest) in the common elements of the Project, and such apartments shall have such percentage in all profits and common expenses of the Project, except as otherwise expressly provided for herein and in the By-Laws and for all other purposes including voting.

It is proposed that all of the individual apartment Condominium conveyance Documents will be initially issued to Developer who will sell the apartments to the ultimate purchasers by way of Agreement of Sale, as more particularly described under the topical heading "Financing of Purchase" below.

RESTRICTIONS AS TO USE:

1. Each apartment on the first (ground) floor may be used for residential purposes or such commercial purposes as permitted by law. Each apartment on the second and third floors shall be used and occupied solely for residential purposes.

2. Hotel usage of any of the apartments in the Project is also permitted if so agreed upon by a majority of the apartment owners of the Project.

3. Notwithstanding the above, each individual apartment may, at the sole discretion of said apartment's owner, be sold into a time-sharing program. In the event there is a time-sharing program, a majority vote of the apartment owners opting for time-sharing shall determine selection of the time-sharing entity of which there will be no more than one at any point in time for the entire building.

4. No apartment owner shall use his apartment or appurtenant limited common elements for any purpose which will injure the reputation of the Project, and except as permitted in the Declaration or By-Laws, no owner will suffer anything to be done or kept in his apartment or elsewhere which will jeopardize the soundness of the building, or which will interfere with or unreasonably disturb the rights of other owners or their tenants or guests, or which will obstruct the lobbies, corridors, stairways, or walkways of the Project or which will cause an increase in the rate of or result in the cancellation of fire insurance on the improvements of the Project, or the contents thereof, or which will reduce the value of such improvements.

5. Except as otherwise provided in the Declaration or By-Laws, no apartment owner will, without the prior written consent of the Board of Directors, the Fee Owner and any other persons required by the By-Laws or by law, make any structural alterations within his apartment or make any alterations in or additions to the exterior of the building (including any awnings, jalousies or screens), or to any portion or portions of the common elements.

6. With respect to the limited common element areas in front of the ground floor apartments as indicated on the Condominium Map, each apartment owner may place thereon standardized lanai furniture and may landscape said area in a manner as from time to time is approved by the Board of Directors.

7. The owner of any apartment will not, without the prior written consent of the Board of Directors, display any sign or place any other thing in or upon any door, window, wall or other portion of the apartment or common elements, so as to be visible from the exterior; provided, however, that this restriction shall not apply to signs displayed by the Developer for sales purposes. As to the owner of any ground floor apartment using his apartment for commercial purposes in connection with the reasonable use of said apartment, written consent of the Board shall be freely given provided any such display conforms to the contemporary atmosphere of the Project, such determination to be wholly at the discretion of the Board.

8. The By-Laws provide that no apartment used for residential, as opposed to commercial or hotel purposes, shall have more than two (2) people residing therein, one of which must be at least eighteen (18) years of age.

9. The By-Laws provide, in part, that no livestock, poultry, rabbits or other pets whatsoever shall be allowed or kept in any part of the Project without prior written approval of the Board of Directors of the Association of Apartment Owners. In any event, no apartment is permitted more than one pet, and said permission is granted at the sole discretion of the Board of Directors, as noted above.

OWNERSHIP OF LAND: A preliminary title report dated March 27, 1980 issued by Title Guaranty of Hawaii, Incorporated, a copy of which has been supplied to the Commission, indicates that fee title to the land to be submitted to the regime are held by the Estate of Jack Kam Wong, Deceased, and Marguerite Sung Yee Wong, Widow, as tenants in common; a master lease was issued by the then fee owners, dated January 1, 1956, filed as Land Court Document No. 184407; the master lessee under said master lease in turn issued a sublease dated June 1, 1959, filed as Land Court Document No. 245359; the sublessee's interest under said sublease was assigned to Canavest Properties, Inc. (now known as Carin Properties, Inc.), a Colorado corporation, by assignment dated August 1, 1978, filed as Land Court Document No. 898119.

The Developer has supplied to the Commission a copy of an unrecorded assignment of said sublease, dated April 15, 1980, to Erdesca Ltd., a Hawaii corporation, and copies of an unrecorded Nominee Agreement dated April 15, 1980, and an unrecorded Development Agreement dated April 21, 1980. Under the terms of the Nominee Agreement and Development Agreement, the Developer is designated as the entity converting the subject property to a Horizontal Property Regime.

ENCUMBRANCES: The Preliminary Title Report dated March 27, 1980 reveals the following encumbrances:

1. For any taxes that may be due and owing and a lien on the land, reference is hereby made to the office of the Tax Assessor of the First Division, City and County of Honolulu, Hawaii.

2. Grant of right and easement in favor of the City and County of Honolulu (Easement 22) across the westerly side Lot 117-A to construct and maintain underground sewer pipelines under and across said Easement 22, dated September 10, 1955 and filed as Land Court Document No. 181635.

3. That certain Master Lease dated January 1, 1956 by and between JACK KAM WONG (husband of Marguerite Sung Yee Wong) as "Lessor", and ALLAN LIN PANG and FLORENCE CHANG PANG, husband and wife, as "Lessee", and filed as Land Court Document No. 184407.

4. That certain Sublease dated June 1, 1959 by and between ALLAN LIN PANG and FLORENCE CHANG PANG, husband and wife, as "Sublessors" and EBBTIDE HOTELS, INC., a Hawaii corporation, as "Sublessee", and filed as Land Court Document No. 245359.

   Said sublease by mesne assignments assigned to Canavest Properties, Inc., a Colorado corporation dated August 1, 1978 and filed as Land Court Document No. 898119.

5. That certain Mortgage in favor of FIRESIDE THRIFT OF HAWAII, INC., dated September 21, 1977 and filed as Land Court Document No. 840825.

6. That certain Mortgage in favor of HAWAII SOUTH EAST ASIA, INC., dated September 18, 1978 and filed as Land Court Document No. 898123.

7. That certain Lis Pendens dated July 25, 1979 and filed as Land Court Document No. 953919.

8. That certain unrecorded Rental Agreement dated May 30, 1979 by and between BLUE SKY HOTEL JOINT VENTURE, aka CANAVEST PROPERTIES, INC. (now known as CARIN PROPERTIES, INC.), as "Landlord" and ISLANDER GIFTS CORPORATION, a Hawaii corporation, as "Tenant".

The Master Lease, Sublease and Rental Agreement noted in items 3, 4 and 8 above constitute all of the leases affecting the subject property.

NOTE: THE DEVELOPER ADVISES THE COMMISSION THAT THE LIS PENDENS NOTED ABOVE IN ITEM 7 SHALL BE SATISFIED AND EXPUNGED PRIOR TO THE CONVEYANCE OF ANY OF THE APARTMENT UNITS.

NOTE: THE PROPOSED DECLARATION CONTAINS THE FOLLOWING PROVISION: "BUYER ACKNOWLEDGES THAT HE SHALL NOT IN ANY MANNER SELL, ASSIGN OR OTHERWISE DISPOSE OF OR TRANSFER HIS APARTMENT EXCEPT AFTER FIRST OFFERING IN WRITING TO SELL THE PROPERTY TO ERDESCA LTD. OR ITS NOMINEE AND ALLOWING SAID ERDESCA LTD. OR ITS NOMINEE TEN (10) DAYS WITHIN WHICH TO MAKE SUCH PURCHASE. IF THE SAID ERDESCA LTD. OR ITS NOMINEE DOES NOT ELECT TO PURCHASE THE PROPERTY AT THE PRICE AND UPON THE TERMS STATED, THE BUYER MAY SELL TO A THIRD PARTY FOR ANY PRICE AND UPON ANY TERMS NOT MORE FAVORABLE TO THE THIRD PARTY THAN THE PRICE AND TERMS OFFERED TO SAID ERDESCA LTD. OR ITS NOMINEE. THE TERMS OF THIS PARAGRAPH SHALL BIND THE BUYER HEREIN AS WELL AS ALL TRANSFEREES OF THE PROPERTY AND SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND."

PURCHASE MONEY HANDLING: An executed Escrow Agreement, dated April 23, 1980, identifies Hawaii Escrow & Title, Inc. as the escrow agent. Upon examination of the Escrow Agreement it is found to be in consonance with Chapter 514A, Hawaii Revised Statutes.

Among other provisions, the Escrow Agreement provides that a purchaser under a Sales Contract shall be entitled to a return of his funds, without interest and less the $35.00 escrow cancellation fee, after purchaser has requested such return in writing if Escrow shall have received from Developer a written notice and any one of the following events has occurred:

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

2. 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 situated having jurisdiction over the issuance of Construction Permits, unless the purchaser has given written approval or acceptance of the change; or

3. 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

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

The specimen Deposit Receipt and Sales Contract states in part:

1. all of Buyer's right, title and interest under the Sales Contract are and shall be subject and subordinate to the lien of any existing mortgage or any mortgage hereafter obtained by Developer, encumbering the Project;

2. Buyer acknowledges that neither the apartment nor the appliances and fixtures therein are in a new condition and that the same are being purchased "as is". It is understood that Developer makes no warranties or representations, either express or implied, regarding the condition of the building, the common elements, the apartment, or any appliances or furnishing contained therein; and

3. Developer has the right to cancel the Sales Contract if less than seventy (70) apartments are not sold by August 1, 1980.

4. As an express condition of the sale, Buyer acknowledges and understands that he must undertake renovation and upgrading of his apartment unit. Said upgrading must be performed by a licensed contractor and must conform to the Developer's model unit(s) to at least the following content: the covering of concrete hollow-tiled walls with sheet rock, new wall paper and/or paint throughout the apartment, new bathroom vanity, new kitchen cabinetry and tile. Whether such upgrading does so conform is in the sole discretion of Developer. Upgrading must be completed within one year of the date of closing, unless apartment owner is granted a six-month extension by Developer. The request for extension must be made at least 30 days prior to the end of the one-year period, but whether said extension is granted is in the sole discretion of Developer.

It is incumbent upon the purchaser or prospective purchaser to read and understand the Escrow Agreement before executing the Deposit Receipt and Sales Contract, since the Escrow Agreement describes the procedure for receiving and disbursing purchaser's funds, and the Deposit Receipt and Sales Contract specifically provides that the purchaser approves that Escrow Agreement and assumes the benefit and obligations therein provided.

MANAGEMENT OF PROJECT: The By-Laws, which are incorporated in the Declaration, provide that the operation of the Project shall be conducted for the Association by a responsible Managing Agent who can be appointed by the Association in accordance with the By-Laws. The initial managing agent is Eugene K. Despain, Garden Court, 1110 Richards Street, Honolulu, Hawaii 96813.

FINANCING OF PURCHASE: The sale of individual units in the Project will be financed through the Developer by way of a two (2) year Agreement of Sale or Purchase Money Mortgage providing for an interest rate of 9 7/8% per annum on the unpaid balance, and shall further provide for monthly payments of interest only with a balloon payment of all principal and accrued interest on or before the second anniversary date of closing.

STATUS AND CONDITION OF PROJECT: The Project was completed in 1960 and has been used and occupied since completion as a hotel. The hotel operation is expected to continue for portions of the building although no hotel management contract has been entered into or has been proposed to be entered into by the Developer acting on behalf of the Association. The hotel is currently being operated by the Developer under an interim arrangement which will terminate as to each apartment upon the conveyance of said apartment to the purchaser thereof.

The Developer has made certain advance bookings which it is expected that the hotel will honor in order to protect its reputation in the tourist industry. The proceeds of such bookings (and any other bookings which are made prior to instructions from the Association or the apartment owners), if in fact they materialize, will be the property of apartment owners whose apartments are actually rented. The Developer intends to rent the rooms in an equitable manner by way of a hotel rental pool in order to distribute the rental income fairly among the apartment owners who wish to have their rooms rented. Such funds, if any, which are in excess of hotel operating expenses and ordinary reserves for expenses will be deposited by the operators into a trust account for the apartment owners, said proceeds to be equitably distributed.

NOTE: AS INDICATED IN EXHIBIT "A" ATTACHED TO THIS PRELIMINARY PUBLIC REPORT, NO VARIANCE OR SPECIAL PERMITS HAVE BEEN GRANTED TO ALLOW DEVIATION FROM ANY APPLICABLE CODES. THE EXISTING BUILDING IS A NON-CONFORMING STRUCTURE AS DEFINED UNDER SECTION 21-110 REVISED ORDINANCES, MEANING "ANY STRUCTURE WHICH WAS PREVIOUSLY LAWFUL BUT WHICH DOES NOT COMPLY WITH THE BULK, YARD, SET-BACK OR HEIGHT REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED, EITHER ON THE EFFECTIVE DATE OF CHAPTER 21 REVISED ORDINANCES, OR AS A RESULT OF ANY SUBSEQUENT AMENDMENT THERETO". SECTION 21-197D OF THE CITY ZONING CODE PROVIDES:

> "Nonconforming structure. A nonconforming structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
>
> (1) Enlargement or alteration. No nonconforming structure may be enlarged or altered in any way which increases its nonconformity.
>
> (2) Damage or destruction. If a nonconforming structure is destroyed by any means to an extent of more than 50% of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this Chapter.

(3) Relocation. If a nonconforming structure is moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved."

NOTE: THE BUILDING AND EACH OF THE APARTMENTS THEREIN ARE SUBJECT TO AN EASEMENT AS TO "AIR RIGHTS" FOR FURTHER DEVELOPMENT ABOVE THE PROJECT.

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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 23, 1980 and information subsequently filed June 25, 1980.

THIS PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1297 filed with the Commission on April 23, 1980.

The 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 DEPARTMENT, CITY
AND COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 1297

JULY 2, 1980.

BUILDING DEPARTMENT

CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813

FRANK F. FASI
MAYOR

HOWARD M. SHIMA
DIRECTOR AND BUILDING SUPERINTENDENT

Ex80-131

May 9, 1980

Mr. Roger V. Meeker
Courtyard Suite
110 Richards Street
Honolulu, Hawaii 96813

Dear Mr. Meeker:

Subject: Waikiki Blue Sky Hotel
1946 Ala Moana Boulevard
Tax Map Key: 2-6-07: 20

This is a follow-up to our letter dated May 2, 1980 concerning the Waikiki Blue Sky Hotel located at 1946 Ala Moana Boulevard.

Investigation revealed that the three-story, 88-dwelling-unit hotel building with 23 off-street parking spaces met the code requirements when it was constructed.

Research shows that the office for hotel, retail gift shop and beauty shop are accessory to hotel operation and are therefore permitted uses.

No variances or special permits were granted to allow deviations from any applicable codes.

EXHIBIT "A"

If you have any questions regarding this matter, please contact Mr. Noboru Taketa or Mr. Robert Yakabe of this office at telephone number 523-4573.

Very truly yours,

HOWARD M. SHIMA
Director and Building Superintendent

NT:ct

Subscribed and sworn to
before me this 13th day of
MAY, 1980.

Notary Public in and for the
State of Hawaii First Circuit Court
My commission expires: 1-31-1984

EXHIBIT "A"