



REAL ESTATE COMMISSION
 STATE OF HAWAII
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION
 P. O. Box 3489
 Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

PACIFIC HEIGHTS GARDEN LANAIS
 2751/2755/2757 Pacific Heights Road
 Honolulu, Hawaii 96813

Registration No. 1610 (Conversion)

Issued: August 26, 1992
 Expires: September 26, 1993

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of July 22, 1992, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

- PRELIMINARY:** (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.
- FINAL:** (white) The developer has legally created a condominium and has filed complete information with the Commission.
 No prior reports have been issued
 Supersedes all prior public reports
 Must be read together with _____
- SUPPLEMENTARY:** (pink) Updates information contained in the
 Prelim. Public Report dated _____
 Final Public Report dated August 2, 1984
 Supp. Public Report dated _____
- And Supersedes all prior public reports
 Must be read together with _____
- This report reactivates the _____
 public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the Commission.

Changes made are as follows:

Since the issuance of the last public report, substantial changes have been made to the Project documents. This Supplementary Public Report supersedes all prior public reports. The changes include the following:

1. Robert Henry Smith ("Smith") acquired the Project from Irene Lenore Rocker, Jack Lenard Rocker, and Louis Paul Maire, the previous owners of the Project who submitted the Project to the Condominium Property Regime. Inasmuch as Smith did not construct the Project, was not the original owner of the Project, and purchased the Project approximately 47 years after the Project was completed, he is not the "developer" of the Project. Therefore, although this Supplementary Public Report refers to Smith as the "developer", Smith is in fact only the owner and seller of the Apartments in the Project, and shall not be construed or deemed to be the "developer" of the Project.

2. The Project previously consisted of five Apartments contained in two existing two family detached dwellings and one existing single family detached dwellings. The Project contained non-conforming dwelling units because the number of dwelling units exceeded the maximum number of dwelling units allowed on a single zoning lot under the current provisions of the Land Use Ordinance of the City and County of Honolulu ("LUO"). Smith has recorded an Amended and Restated Declaration of Condominium Property Regime which, among other things, (a) reduces the number of Apartments from 5 to 3; (b) designates each dwelling Building and related improvements as an individual Apartment; (c) designates and assigns portions of the land underlying the Project as limited common elements appurtenant to certain Apartments; (d) designates certain portions of the land for required building setbacks, landscaping and height limitations; (e) discloses the existence of certain non-conformities under the LUO; and (f) discloses that pursuant to Existing Use Permit No. 92-EU-4 (GH) dated March 20, 1992, the Project is approved as an Existing Use under the LUO subject to conversion of the two existing two-family detached dwellings into two single-family dwelling units within one year from the date of the Existing Use Permit. Failure to complete the work within one year shall null and void the Existing Use Permit. Smith intends to complete such conversion prior to the transfer or conveyance (other than for security) of Apartment 2755 or Apartment 2757 to a third party.

3. The Amended and Restated Declaration and an Amended and Restated Bylaws of the Association of Apartment Owners for the Project, also generally updates the original documents to include the current provisions of Chapter 514A of the Hawaii Revised Statutes, as amended.

This is a condominium project, not a subdivision, notwithstanding references to "single-family dwelling," this project does not involve the sale of individually subdivided lots.

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GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements. The leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called limited common elements and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

Types of Project:

1. New Building(s) Conversion
 Both New Building(s) and Conversion
2. Residential Commercial Ohana
 Mixed Residential and Commercial Agricultural
 Other _____
3. High Rise (5 stories or more) Low Rise
4. Single or Multiple Buildings

5. Apartment Description

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>2751</u>	<u>1</u>	<u>2/1</u>	<u>676</u>	<u>198</u>
<u>2755</u>	<u>1</u>	<u>2/2</u>	<u>1010</u>	<u>238</u>
<u>2757</u>	<u>1</u>	<u>2/2</u>	<u>1044</u>	<u>418</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 3

**Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.*

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>5</u>
Guest Stalls	<u>0</u>
Unassigned Stalls	<u>0</u>
Extra Stalls Available for Purchase	<u>0</u>
Other: _____	_____
Total Parking Stalls	<u>5</u>

7. Recreational amenities:

None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Robert Henry Smith
Name
P. O. Box 22490
Business Address
Honolulu, Hawaii 96823-2490

Phone: (808) 524-8208
(Business)

Names of officers or general partners of developers who are corporations or partnerships:

Real Estate Broker: Robert Henry Smith (RB-15009)*
Name
P. O. Box 22490
Business Address
Honolulu, Hawaii 96823-2490

Phone: (808) 524-8208
(Business)

*NOTE: Pursuant to §16-99-11(c), Hawaii Administrative Rules, no licensee shall advertise "For Sale By Owner."

Escrow: Title Guaranty Escrow Services, Inc.
Name
235 Queen Street
Business Address
Honolulu, Hawaii 96813

Phone: (808) 521-0211
(Business)

General Contractor: n/a
Name

Business Address

Phone: _____
(Business)

Condominium Managing Agent: to be self-managed by Association of
Name
Apartment Owners
Business Address

Phone: _____
(Business)

Attorney for Developer: CADES SCHUTTE FLEMING & WRIGHT
(Grace Nihei Kido)
Name
1000 Bishop Street
Business Address
Honolulu, Hawaii 96813

Phone: 521-9200
(Business)

**II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

Proposed
 Recorded - Bureau of Conveyances - Document No. _____
Book 18001 Page 376
 Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

July 17, 1992 Document No. 92-114982

- B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed
 Recorded - Bureau of Conveyance Condo Map No. 911
 Filed - Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

July 17, 1992 Recorded in the Bureau of Conveyances with Document No. 92-114982

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded - Bureau of Conveyances - Document No. _____
Book 18001 Page 376
 Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

July 17, 1992 Document No. 92-114983

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial house rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>100%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>Board of Directors</u>

The percentages for individual condominium projects may be more than the minimum set by law.

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules

See attached Exhibit "A".

For Subleaseholds:

- Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is
 - Cancelled
 - Foreclosed

- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is cancelled or foreclosed.

B. Underlying Land:

Address: 2751, 2755, 2757 Pacific Heights Road Tax Map Key: (1) 2-2-023-028
Honolulu, Hawaii 96813 (TMK)

Address TMK is expected to change because _____

Land Area: 12,606 square feet acre(s) Zoning: R-5

Fee Owner: Robert Henry Smith
Name

P. O. Box 22490
Address

Honolulu, Hawaii 96823-2490

Sublessor: _____
Name

Address

C Buildings and Other Improvements:

- 1. New Building(s) Conversion of Existing Building(s)
 Both New Building(s) and Conversion

2. Buildings: 4 Floors Per Building 1 or 2

Exhibit B contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other _____

4. Permitted Uses by Zoning:

	<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>		<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>
<input type="checkbox"/> Commercial	_____	_____	<input type="checkbox"/> Industrial	_____	_____
<input checked="" type="checkbox"/> Residential	<u>3</u>	<u>Yes</u>	<input type="checkbox"/> Agricultural	_____	_____
<input type="checkbox"/> Timeshare/Hotel	_____	_____	<input type="checkbox"/> Recreational	_____	_____
<input type="checkbox"/> Other: _____				_____	_____

Is/Are this/these use(s) specifically permitted by the project's declaration or bylaws?

Yes No

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of apartments. Restrictions for this condominium project include but are not limited to:

Pets: _____

Number of Occupants: _____

Other: _____

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators 0 Stairways 4 Trash Chutes 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>2751</u>	<u>1</u>	<u>2/1</u>	<u>676</u>	<u>198</u>
<u>2755</u>	<u>1</u>	<u>2/2</u>	<u>1010</u>	<u>238</u>
<u>2757</u>	<u>1</u>	<u>2/2</u>	<u>1044</u>	<u>418</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 3

**Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.*

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

See Exhibit "C" attached hereto.

Permitted Alterations to Apartments:

See Exhibit "D" attached hereto.

7. Parking Stalls:

Total Parking Stalls: 5

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	5						5
Guest Unassigned							
Extra Available for Purchase							
Other:							
Total Covered & Open	5						

Each apartment will have the exclusive use of at least 1 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

Exhibit F contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: _____

9. Present Condition of Improvements

(For conversions of residential apartments in existence for at least five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

The Developer's predecessors-in-interest made the following statements in the Disclosure Abstract for the Project: "Based on a report prepared by an independent registered architect, it is the [previous] Developers' opinion that all structural components and mechanical and electrical installations material to the use and enjoyment of the condominium apartment are presently sound and appear to be in satisfying working condition." "NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE, IF ANY, OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE CONDOMINIUM APARTMENT."

b. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

The Developer's predecessors-in-interest made the following statement in the Disclosure Abstract for the Project: "To the best of the knowledge, information and belief of the [previous Developers], there are no outstanding notices of uncured violations of the building code or other municipal regulations of the City and County of Honolulu." See Exhibit "L" attached hereto.

10. Conformance to Present Zoning Code

a. No variances to zoning code have been granted. *However, an Existing Use Permit has been granted. (See Page 18 for additional information).

Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot (See Page 18 for additional information)

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	x		
Structures		x	
Lot	x		

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. **Common Elements:** Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit E describes the common elements.

As follows:

2. **Limited Common Elements:** Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which may use them are:

described in Exhibit F

as follows:

3. **Common Interest:** Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit G describes the common interests for each apartment.

As follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.

Exhibit H describes the encumbrances against the title contained in the title report dated May 13, 1992 and issued by Title Guaranty of Hawaii, Incorporated.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[] There are no blanket liens affecting title to the individual apartments.

[x] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Blanket Mortgage in favor of Bank of Hawaii and a Mortgage covering Apartment 2751 in favor of GECC Financial corporation.	The buyer's sales contract will be subordinate to such mortgage lien and buyer's sales contract may be cancelled and buyer may lose all rights to purchase the apartment if developer defaults.

F. Management of the Common Elements: The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

[] not affiliated with the Developer.

[] the Developer or the Developer's affiliate.

[x] self-managed by the Association of Apartment Owners.

[] other _____

G. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided to each apartment.

Exhibit I contains a schedule of maintenance fees and maintenance fee disbursements.

H. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- Not applicable
- Electricity Television Cable
- Gas Water & Sewer
- Other _____

I. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

The Developer's predecessors-in-interest, in the Final Public Report, estimated that the dwellings comprising the three Apartments in the Project were constructed in 1941-1942. NO WARRANTIES FOR FITNESS OF USE OR MERCHANTABILITY OR OF ANY OTHER KIND, WHATSOEVER, EXPRESS OR IMPLIED, ARE MADE BY THE DEVELOPER AS TO THE APARTMENTS OR COMMON ELEMENTS OF THE PROJECT. PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE APARTMENT THEY DESIRE TO BUY. EACH APARTMENT IS BEING SOLD IN "AS IS" CONDITION.

2. Appliances:

NO WARRANTIES FOR FITNESS OF USE OR OF MERCHANTABILITY OR OF ANY OTHER KIND, WHATSOEVER, EXPRESS OR IMPLIED, ARE MADE BY THE DEVELOPER AS TO THE APPLIANCES. NO WARRANTIES ARE AVAILABLE. THE APPLIANCES ARE BEING SOLD IN "AS IS" CONDITION.

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Non-Conformities.

As the result of the adoption or amendment of the Land Use Ordinance of the City and County of Honolulu (the "LUO"), the Project presently contains the following non-conformities:

(a) The Project contains non-conforming parking because the number of parking stalls does not meet the minimum number of parking stalls required under the current provisions of the LUO.

(b) Building 3 is a non-conforming structure because it encroaches into the height setback required under the current provisions of the LUO. Building 3 encroaches a maximum of 6 inches on the mauka (mountain) side and 1-3/4 feet on the Diamond Head (east) side.

(c) Buildings 1 and 4 are non-conforming structures because they encroach into the required 10-foot front yard setback required under the current provisions of the LUO. The garage portion of Building 4 encroaches a maximum of 8 feet and Building 1 encroaches a maximum of 6 feet.

These non-conformities are addressed by the Existing Use Permit described below.

Existing Use.

Pursuant to Existing Use Permit No. 92/EU-4 (GH) dated March 20, 1992 (the "Existing Use Permit"), issued by the Department of Land Utilization of the City and County of Honolulu ("DLU"), a copy of which is attached hereto as Exhibit "M", the Project is approved as an existing use under Section 3.130 of the LUO, subject to conversion of the two existing two-family detached dwellings into two single-family detached dwelling within one year from the date of the Existing Use Permit. Failure to complete the work within one year shall null and void the Existing Use Permit. Smith intends to complete such conversion of the two existing two-family detached dwellings (being Building 3 and Building 4) into two single-family detached dwellings (being Apartment 2755 and Apartment 2757) prior to the transfer or conveyance (other than for security) of Apartment 2755 or Apartment 2757 to a third party. No other variances or special permits have been granted from any current ordinance, code, rule, regulation, or other requirement.

The Existing Use Permit would allow the Director of DLU to permit minor alterations, minor additions, repairs and reconstruction of the existing dwelling units and accessory uses without additional zoning permits required by the LUO. Under the current provisions of the LUO, in the event of destruction, existing uses may be continued and existing structures may be rebuilt, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years. All other proposed improvements, including major alterations, additions or modifications must comply with the provisions of the LUO, including yard, height, parking and lot coverage requirements, and with Subdivision Rules and Regulations, Building Code, and other regulations.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer are not binding on the prospective buyer. Sales made by the Developer may be binding on the Developer unless the Developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

1. The Developer delivers to the buyer a copy of:
 - a. Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report;
AND
 - b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Condominium Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other _____

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

This Public Report is part of Registration No. 1610 filed with the Real Estate Commission on
June 4, 1984.

Reproduction of Report. When reproduced, this report must be on:

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Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary public Report is issued or unless the Commission issues an order extending the effective period for the report.



MARCUS NISHIKAWA, Chair
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu
Federal Housing Administration

EXHIBIT A: Rights Reserved in Developer

The Developer may amend the Declaration, Condominium Map and Bylaws in any manner prior to the first conveyance of an Apartment in the Project and to reflect or confirm completion of the changes to the Project required by the Existing Use Permit (as described in Paragraph 18.2 of the Declaration).

EXHIBIT B: Description of Buildings

The Project consists of four separate wood-frame buildings (collectively referred to as "Buildings" and individually referred to as a "Building"), each without a basement, as shown on the Condominium Map: Building 1 is a single-story structure containing one parking stall; Building 2 is a single-story structure containing one Apartment; Building 3 is a single-story structure, containing one Apartment. Building 4 is a two-story structure containing one Apartment and 4 parking stalls.

EXHIBIT C: Boundaries of Apartments

Apartment 2751 is contained within the boundaries of the exterior decorated or finished surfaces of the perimeter walls, roofs, foundations and floors of Buildings 1 and 2. Apartment 2755 is bounded by the exterior decorated or finished surfaces of the perimeter walls, roofs, foundations and floors of Building 3. Apartment 2757 is bounded by the exterior decorated or finished surfaces of the perimeter walls, roofs, foundations and floors of Building 4, including the covered walkway abutting Parking Stall E and the exterior undecorated or unfinished surfaces of Parking Stalls B & C, but excluding Parking Stalls B & C. Each Apartment shall be deemed to include all walls and partitions within its perimeter walls; doors and door frames; windows and window frames; floors and ceilings; abutting lanais, decks, balconies, porches and stairways; the air space within the Apartment's perimeter walls; all pipes, wires, conduits, or other utility and service lines within the Apartment which serve only that Apartment; and all fixtures originally installed therein. The Apartments shall not be deemed to include any pipes, wires, ducts, conduits, or other utility and service lines running through such Apartment which are utilized by or serve more than one Apartment, all of which are common elements. In addition, Apartment 2757 shall not be deemed to include the portions of Building 4 comprising Parking Stalls B & C.

EXHIBIT D: Permitted Alterations to Apartments

The Declaration provides in part as follows:

(a) Subject to the provisions of the Declaration, these Bylaws, the Act and the Rules and Regulations, an Apartment Owner may make additions to or alterations of the interior of his or her Apartment without the consent of the Board of Directors or the other Apartment Owners, provided, however, that no work shall be done which would jeopardize the soundness, safety or structural integrity of the Project or any other Apartment, reduce the value of the Building or any other Apartment, detract from the appearance of the Project, or impair any easement, without in every such case the prior written consent of the Board and all other Apartment Owners.

(b) No Apartment Owner will make any alterations or additions to any common elements or make any alterations or additions to the exterior of the Project without the prior written consent of the other Apartment Owners. The other Apartment Owners shall not unreasonably withhold or delay their consent, and shall have the obligation to answer any written request for consent within thirty (30) days after their receipt of such request describing the proposed alteration in reasonable detail, and the Apartment Owner's failure to do so shall constitute their consent to the proposed alteration. The intent of this provision is to maintain the architectural harmony of the Project and to ensure that all materials used in the Project will be of above average quality and acceptable to all Apartment Owners. Notwithstanding any other provision of this Declaration or the Bylaws, no alterations or other work expressly prohibited by any applicable laws, ordinances and regulations, including without limitation, section 514A-89 of the Act, shall be made to or performed on any part of the Project.

(c) The Condominium Map designates certain portions of the land as required yard areas (the "Setback Areas"). Notwithstanding any other provision of this Declaration or the Bylaws, no new building or other structure will be erected or located within any Setback Areas.

(d) The Condominium Map designates certain portions of the land in Area 1 and Area 3 as a view plane for Apartment 2757 (the "View Plane"). Notwithstanding any other provision of this Declaration or the Bylaws, no building or other structure whatsoever will be erected or placed within any portion of the View Plane higher than three (3) feet above the existing elevation of Building 3 and no trees or other vegetation whatsoever will be placed or maintained within any portion of the View Plane higher than five (5) feet above the existing elevation of Building 3.

(e) Within any Area, the total "building area" as defined in the LUO shall not exceed fifty percent (50%) of the square footage of the Area.

(f) Any alteration or addition to Building 1 or the carport portion of Building 4, including the conversion of the same to garages, must be pursuant to a uniform design and requires the prior written approval of all Apartment Owners. Each Apartment Owner shall not unreasonably withhold or delay his or her approval, and shall have the obligation to answer any written request for approval within thirty (30) days after receipt of such request describing the proposed alteration or addition in reasonable detail, and the Apartment Owner's failure to do so shall constitute his or her approval to the proposed alteration or addition. The intent of this provision is to maintain a uniform appearance for the carport area and to ensure that any such alteration or addition is acceptable to all Apartment Owners.

(g) In Building 4, no windows will be placed in the south wall (facing Easement 1) of the area beneath Parking Stall B, and five feet along such south wall shall not be used or improved for any purpose other than a closet or other storage space, without the prior approval of the other Apartment Owners. The intent of this provision is to provide a sound buffer for the users of the walkway along Easement 1.

(h) If an Apartment or any portion thereof has any open areas under the lanais or elsewhere, the Owner of such Apartment shall completely cover such opening with landscaping or with siding or lattices approved by all Apartment Owners pursuant to Paragraph 19(b) above.

(i) Any new irrigation and utility systems and facilities and any additions or alterations to or replacements of existing irrigation and utility systems and facilities (except minor repairs thereto) shall be placed entirely underground. The Owner of Apartment 2751 or 2757 shall have the right, but not the obligation, at their respective expense, to place underground any existing surface irrigation or utility systems and facilities appurtenant to Apartment 2755 which may lie within Area 1 or Area 2, respectively; provided, that such action by the Owner of Apartment 2751 or 2755 shall not unreasonably interfere with the use of such systems and facilities by the Owner of Apartment 2755. Any new utility cables must be placed and maintained within the Buildings and will not be permitted on the exterior walls thereof. The Owner or any Apartment may, at his or her cost and expense, install an irrigation system or modify the existing irrigation system to service only his or her appurtenant Area; provided that (i) there shall not be unreasonable interference or interruption of irrigation service to the rest of the Project and (ii) concurrently with such installation or modification, such Owner shall also modify the existing irrigation system as necessary to service the remainder of the Project to at least such standard of quality and service as existed immediately prior to such installation or modification.

(j) The Owner of Apartment 2757 shall have the right, from time to time at his or her expense, to relocate, alter and/or demolish and rebuild Parking Stalls B & C, to such location and/or in such manner as may be reasonably acceptable to the Owner of Apartment 2755; provided, however, that (i) Apartment 2755 shall have alternative parking

satisfactory to the Owner of Apartment 2755 during the period of such alteration and/or demolition and rebuilding, (ii) access to Pacific Heights Road from the relocated, altered or rebuilt Parking Stalls B & C shall be comparable to that from the existing Parking Stalls B & C, and (iii) the relocated, altered or rebuilt Parking Stalls B & C shall have, as a minimum, the square footage, fixtures and quality of workmanship and materials comparable to that of the existing Parking Stalls B & C.

The Bylaws of the Association of Apartment Owners for the Project provides in part as follows:

Subject to the provisions of the Declaration, the Bylaws, [Chapter 514A of the Hawaii Revised Statutes, as amended], and any Rules and Regulations for the Project, additions to or alterations of the interior of any Apartment may be made by an Apartment Owner without the consent of the Board of Directors, provided, however, that no work shall be done which would jeopardize the soundness, safety or structural integrity of the Project or any other Apartment, reduce the value of the Building or any other Apartment, detract from the appearance of the Project, or impair any easement, without in every such case the prior written consent of the Board and all other Apartment Owners.

EXHIBIT E: Common Elements

The common elements, include, but are not limited to:

- (a) The Land, in fee simple;
- (b) All yards, grounds and landscaping;
- (c) All walkways, except the covered walkway comprising a portion of Apartment 2757;
- (d) The portions of Building 4 comprising Parking Stalls B & C;
- (e) All improvements on the land which are not part of the Apartments;
- (f) All ducts, electrical equipment, pipes, wiring and other central and appurtenant installations for common services, if any, including power, light, water, sewage, irrigation and telephone which are utilized for or serve more than one Apartment; and
- (g) Any and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the Project.

EXHIBIT F: Limited Common Elements

Certain of the common elements are hereby designated as "limited common elements" and are set aside and reserved for the use of certain Apartments and such Apartments shall have appurtenant thereto an exclusive easement for the use of such limited common element as follows:

(a) The portions of Building 4 comprising Parking Stalls B & C shall be appurtenant and for the exclusive use of Apartment 2755.

(b) That certain 4,202 square feet, more or less, of land upon which Apartment 2751 is situated, which is designated as Area 1 on the Condominium Map, shall be appurtenant to and for the exclusive use of Apartment 2751, subject (i) to an easement for access purposes over Easement 1 in favor of Apartment 2755, and (ii) if the majority of Apartment Owners agree to locate the trash disposal area within Area 1 pursuant to section 14(f) of this Declaration, then to an easement for the trash disposal area within the ten foot Front Yard Setback along Pacific Heights Road.

(c) That certain 4,202 square feet, more or less, of land upon which Apartment 2757 is situated, which is designated as Area 2 on the Condominium Map, including the area under the portions of Building 4 comprising Parking Stalls B & C, shall be appurtenant to and for the exclusive use of Apartment 2757, subject (i) to an easement for Parking Stalls B & C and an easement for access purposes over the driveway area fronting Parking Stalls B & C, and (ii) if the majority of Apartment Owners agree to locate the trash disposal area within Area 2 pursuant to section 14(f) of this Declaration, then to an easement for the trash disposal area within the ten foot Front Yard Setback along Pacific Heights Road.

(d) That certain 4,202 square feet, more or less, of land upon which Apartment 2755 is situated, which is designated as Area 3 on the Condominium Map, shall be appurtenant to and for the exclusive use of Apartment 2755.

(e) The walkway in Area 1 on the area designated on the Condominium Map as Easement 1 shall be appurtenant to and for the exclusive use of Apartment 2751 and Apartment 2755. Apartment 2757 shall not have the use of Easement 1.

(f) All walkways (other than the walkway on Easement 1), yards and landscaping within an Area shall be appurtenant to and for the exclusive use of the respective Apartment within such Area.

(g) One mailbox shall be appurtenant to and for the exclusive use of each Apartment as shall be designated thereupon.

EXHIBIT G: Common Interest

Each Apartment and its owner(s) shall have appurtenant thereto a one-third (1/3) fractional interest in the common elements of the Project, and in all common profits and expenses of the Project, and for all other purposes, including voting, said interest being referred to as the "common interest".

EXHIBIT H: Encumbrances Against Title

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. The covenants, agreements, conditions, restrictions, exceptions, reservations, easements, obligations and other provisions set forth in the Declaration and the Bylaws attached thereto as the same may be amended from time to time in accordance with law.
3. The terms, easements, restrictions, agreements, reservations, covenants, conditions, and provisions contained in Apartment Deed recorded in Liber 22948, Page 747.
4. Mortgage dated April 5, 1989, made by Robert Henry Smith in favor of Bank of Hawaii, recorded in Liber 23050. Page 410.
5. Assignment of Lessor's Interest in Lease dated April 5, 1989, made by Robert Henry Smith in favor of Bank of Hawaii, recorded in Liber 23050, Page 433.
6. As to Apartment 2751, Mortgage dated May 21, 1990, made by Robert Henry Smith in favor of GECC Financial Corporation, recorded as Document No. 90-077750.
7. For Real Property Taxes that may be due and owing reference is made to the Office of the Tax Assessor, City and County of Honolulu.

EXHIBIT I

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months =</u>	<u>Yearly Total</u>
2751	\$58.00 x 12	= \$696.00
2755	\$58.00 x 12	= \$696.00
2757	\$58.00 x 12	= \$696.00
	TOTAL:	<hr/> \$2088.00

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

[] common elements only

[] common elements
and apartments

Gas

Refuse Collection

Telephone

Water and Sewer

\$90.00 x 12 = \$1,080.00

Maintenance, Repairs and Supplies

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

\$84.00 x 12 = \$1,008.00

Reserves

Taxes and Government Assessments

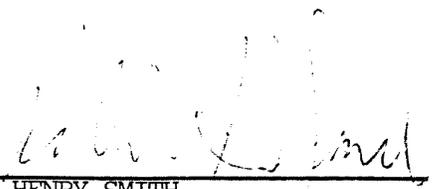
Audit Fees

Other

TOTAL

\$2,088.00

~~W/s~~, ROBERT HENRY SMITH, as
managing agents for the condominium project, hereby certify that the above estimates of initial
maintenance fee assessments and maintenance fee disbursements were prepared in accordance
with generally accepted accounting principles.


ROBERT HENRY SMITH

Date: August 25, 1992

EXHIBIT J: Summary of Sales Contract

Each purchaser should carefully review the sales contract to be entered into by the Developer and the purchaser. Some of the pertinent provisions of the sales contract are summarized as follows:

1. The Apartment and the Project are being sold in "AS IS" condition, without any representations or warranties whatsoever.

2. The purchaser may not assign the sales contract without the Developer's consent.

3. The Developer has reserved the right to make certain changes to the Public Report, Declaration, Bylaws, Condominium Map and other documents for the Project; to grant certain easements; and until the first annual meeting of the Association, to act as the Apartment owner, the Association or the Board of Directors.

4. The sales contract contains other terms governing the payment of deposits, proof of purchaser's ability to pay the purchase price, purchaser's acknowledgment of various documents and information concerning the Project, default, risk of loss, payment of closing costs and prorations and other matters.

5. If the purchaser fails to make any payment or otherwise defaults under the sales contract, then the Developer has the option to cancel the sales contract and keep all of the money which the purchaser has paid under the sales contract. The Developer may, in addition, pursue any other remedy at law or in equity for damages or otherwise. All costs and expenses, including reasonable attorneys' fees, incurred by the Developer because of the purchaser's default shall be paid by the purchaser to the Developer.

THE FOREGOING IS A SUMMARY OF ONLY SOME OF THE TERMS OF THE SALES CONTRACT, AND IS NOT A COMPLETE DESCRIPTION OF ALL OF THE TERMS OF THE SALES CONTRACT. THE SALES CONTRACT CONTAINS MANY IMPORTANT TERMS WHICH ESTABLISH THE RIGHTS AND OBLIGATIONS OF THE PARTIES. EACH PURCHASER SHOULD CAREFULLY REVIEW THE SALES CONTRACT IN ITS ENTIRETY.

EXHIBIT K: Summary of Escrow Contract

An Escrow Agreement was entered into between the Developer and Title Guaranty Escrow Services, Inc. ("Escrow"). The Escrow Agreement provides, among other things, for how the funds paid by the Buyer to Escrow under the sales contract executed by the Buyer and the Developer ("Sales Contract") are to be held and released. **THE ESCROW AGREEMENT CONTAINS MANY IMPORTANT PROVISIONS WHICH ARE NOT SET OUT HERE AND THE DOCUMENT SHOULD BE CAREFULLY REVIEWED BY EVERY PROSPECTIVE BUYER.**

The Escrow Agreement provides that Escrow is to collect all Payments under the Sales Contract and hold them in accounts with banks or savings institutions that are federally insured. Under the Escrow Agreement, the Developer gets to keep all interest that may be earned on the funds deposited with Escrow.

The Escrow Agreement provides that Escrow will return the Buyer's funds to the Buyer if, among other things, the Developer and the Buyer request Escrow in writing to return the Buyer's funds. The Escrow Agreement also provides for the return of the Buyer's funds under certain circumstances after the Buyer and the Developer have executed a Sales Contract.

Under certain circumstances where the Buyer fails to make payments when due, the Escrow Agreement provides that the Buyer's funds held by Escrow will be treated as the Developer's funds, and not the Buyer's funds, and will be held by Escrow for the Developer.

The Escrow Agreement provides for the closing or settlement of the sale after the Buyer and the Developer have executed a Sales Contract. Escrow collects all payments and other amounts owed under the Sales Contract, including closing costs. The Sales Contract will determine how closing costs are to be shared.

The Escrow Agreement provides certain protections to Escrow in the event of a dispute between the Buyer and the Developer. These rights include filing an "interpleader" and the right to recover certain fees and costs. In an interpleader action, the escrow deposit is given to the court to decide what action to take. The Escrow Agreement sets out escrow fees, escrow cancellation fees and the fees for certain policies of title insurance.

THE FOREGOING IS A SUMMARY OF ONLY SOME OF THE TERMS OF THE ESCROW AGREEMENT. AND IS NOT A COMPLETE DESCRIPTION OF ALL OF THE TERMS OF THE ESCROW AGREEMENT. THE ESCROW AGREEMENT CONTAINS MANY OTHER TERMS DESCRIBING THE MANNER IN WHICH THE CLOSING OF APARTMENTS WILL OCCUR. EACH PURCHASER SHOULD CAREFULLY REVIEW THE ESCROW AGREEMENT IN ITS ENTIRETY.

EXHIBIT L: Letter 5/18/84 from Building Department, City and County of Honolulu

BUILDING DEPARTMENT
CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813



EILEEN R. ANDERSON
MAYOR

ROY H. TANJI
DIRECTOR AND BUILDING SUPERINTENDENT

WILLIAM F. REMULAR
DEPUTY DIRECTOR
Ex84-79

May 18, 1984

Mr. Roger V. Meeker
250 South Hotel Street
Honolulu, Hawaii 96813

Dear Mr. Meeker:

Subject: Condominium Conversion Project
2751, 2755, 2755A, 2755B, 2757 Pacific Heights Road
Tax Map Key: 2-2-23: 28

This is in reply to your letter dated April 23, 1984, requesting confirmation that the two-story two-family detached dwelling (duplex), one-story two-family detached dwelling (duplex) and one-story single-family dwelling located at 2751, 2755 and 2757 Pacific Heights Road met all code requirements at the time of construction.

Investigation revealed that the three structures with a total of five off-street parking spaces met the code requirements when they were constructed.

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

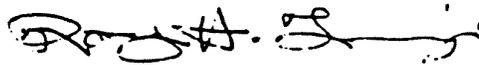
For your information, the single-family dwelling and 2 two-family dwellings are nonconforming uses of structures because the property does not meet the current zoning code requirement for a site development. Repairs exceeding 10% of the replacement value of the building cannot be made within any 12 consecutive months and any building demolished by any means cannot be replaced unless an existing use permit is obtained from the Department of Land Utilization prior to the demolition.

EXHIBIT L

Mr. Roger V. Meeker
May 18, 1984
Page 2

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

Very truly yours,

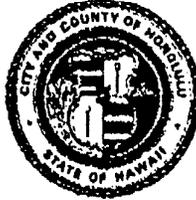
A handwritten signature in black ink, appearing to read "Roy H. Tanji". The signature is fluid and cursive, with a prominent initial "R" and a long horizontal stroke extending to the right.

ROY H. TANJI
Director and Building
Superintendent

DEPARTMENT OF LAND UTILIZATION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET
HONOLULU, HAWAII 96813 • (808) 923-4432

FRANK F. FASI
MAYOR



DONALD A. CLEGG
DIRECTOR

LORETTA K.C. CHEE
DEPUTY DIRECTOR

92/EU-4 (GH)

March 20, 1992

Mr. Robert H. Smith
P. O. Box 22490
Honolulu, Hawaii 96813

Dear Mr. Smith:

Subject: Section 3.130 Existing Use (LUO)
Project Name: Pacific Heights Garden Lanais
Location: 2751, 2755, 2755A, 2755B & 2727 Pacific
Heights Road
Tax Map Key: 2-2-23: 28
Owner: Robert H. Smith

The application for the development is approved as an Existing Use under Section 3.130 of the Land Use Ordinance in accordance with the application plans DLU time stamped February 6, 1992, subject to the following conditions:

1. Approval is subject to conversion of the two existing two-family detached dwellings into two single-family dwelling units. Building permit plans shall be submitted to the Department of Land Utilization for approval prior to issuance of building permits for the conversion. All work for the conversion shall be completed within one year from the date of this letter. Failure to complete the work within one year shall null and void this approval.
2. Approval is only for alterations, additions, repairs and reconstruction of the existing dwelling units and accessory uses. All proposed improvements shall be subject to compliance with the Land Use Ordinance such as yards, heights, parking and lot coverage, Subdivision Rules and Regulations, Building Code, and other regulations. Reconstruction shall be compatible in design with the existing and surrounding structures and in the same general location and size. Final plans shall be approved by the Department of Land Utilization prior to issuance of building permits;

EXHIBIT M

Mr. Robert H. Smith
Page 2

3. The number of dwelling units (3) on the property shall not be increased; and
4. This Existing Use approval does not certify that the existing structures and improvements comply with the requirements of the zoning code or other regulations. They are subject to separate review and approval.

Should you have any questions, please contact Gerald Henniger of our staff at 527-5837.

Very truly yours,



DONALD A. CLEGG
Director of Land Utilization

DAC:gc
92eu4.gkc

cc: Building Department