

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS
STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

137 KAIOLENA DRIVE
137 KAIOLENA DRIVE
Kailua, Oahu, Hawaii

REGISTRATION NO. 1728 (CONVERSION)

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: January 2, 1986

Expires: February 2, 1987

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 FILED DECEMBER 19, 1985 AND ADDITIONAL INFORMATION FILED WITH THE COMMISSION AS OF DECEMBER 26, 1985. 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. 137 KAIOLENA DRIVE is a fee simple condominium project consisting of two (2) residential apartments, one of which has one (1) story, and the other of which has two (2) stories (hereinafter called "Homes") and landscaped improvements. Both Homes were built a number of years ago (Home Number One: unknown; Home Number Two: 1933). Parking facilities, consisting of two (2) uncovered, unpaved, regular size parking stalls, are appurtenant to each of the Homes.

2. The Developer has submitted to the Real Estate Commission for examination all documents deemed necessary for the registration of the Project and the issuance of this Final Public Report.

3. The basic documents (the Declaration of Horizontal Property Regime of 137 Kaiolena Drive, the By-Laws of the 137 Kaiolena Drive Homeowners' Association) and a copy of the approved floor plans have been filed in the office of the recording officer.

The Declaration of Horizontal Property Regime of 137 Kaiolena Drive and the By-Laws of the 137 Kaiolena Drive Homeowners' Association, both dated November 30, 1985, are filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 1340903 and 1340904, respectively, and are both noted on Transfer Certificate of Title No. 278,162. Condominium File Plan No. 567 has been assigned to the project.

4. Advertising and promotional material has not yet been submitted pursuant to the rules and regulations promulgated by the Commission.

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

6. This Final Public Report is made a part of the registration of the Project. The Developer is responsible for placing this Final Public Report (white paper stock), together with the Disclosure Abstract, in the hands of all purchasers and prospective purchasers and for securing a signed copy of the receipt therefor.

7. This Final Public Report automatically expires thirteen months after its date of issuance, January 2, 1986, unless a Supplementary Public Report is issued or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: 137 KAIOLENA DRIVE

LOCATION: The Project is located at 137 Kaiolena Drive, Kailua, Hawaii, and consists of 14,062.5 square feet of land.

TAX MAP KEY: 4-3-006-030

ZONING: R-3

DEVELOPER: S AND R DEVELOPMENT, INC.



The officers of the corporation are Jeffrey Eugene Sims, President/Treasurer, of Covina, California; and Terry William Revnak, Vice-President/Secretary, of Kailua, Hawaii.

ATTORNEY REPRESENTING DEVELOPER: DINMAN, NAKAMURA, ELISHA & NAKATANI (Attn: Bruce C. Dinman, Esq.), 1850 Grosvenor Center,

737 Bishop Street, Honolulu, Hawaii 96813, Telephone: (808) 523-7021.

DESCRIPTION:

(a) The Project consists of two (2) residential dwellings, each of which is a separate and distinct freehold estate consisting of the walls, roofs, slabs, footings, foundations, and entire structure of such dwelling, including the space contained therein. The dwellings are designated on the Condominium File Plan as "Home Number One" and "Home Number Two".

(b) Home Number One is a single story structure containing two (2) bedrooms, one (1) bathroom, a living/dining room, all purpose room, and a kitchen. Home Number One contains a net living area, measured from the interior surface of the apartment perimeter walls, of approximately 870 square feet, and is constructed on pier and pile posts resting on concrete footings, without a basement.

(c) Home Number Two is a two (2) story structure containing two (2) bedrooms, one and one-half (1-1/2) bathrooms, a living/dining room, kitchen, and a partially enclosed recreation area. Home Number Two contains a net living area, measured from the interior surface of the apartment perimeter walls, of approximately 1,151 square feet, and is constructed on a concrete slab without a basement.

(d) Home Number One and Home Number Two each have asphalt shingle roofs. Each of the Homes has a double wall wood frame structure. Each Home also includes all pipes, wires, conduits, and other utility and service lines contained within such Home which are utilized exclusively by and serve only such Home.

(e) The Homes are numbered and located in the manner as shown on the Condominium File Plan.

(f) Home Number One is equipped with an oven, range, refrigerator, and water heater. Home Number Two is equipped with a water heater.

COMMON ELEMENTS: The Common Elements consist of all portions of the Project except the Homes and specifically include the 1,200 square foot unpaved driveway area which extends from Kaiolena Drive to that portion of the Project that constitutes a limited Common Element appurtenant to Home Number Two, as shown on the Condominium File Plan, as well as all pipes, wires, conduits, and other utility and service lines which are utilized for or serve both Homes.

LIMITED COMMON ELEMENTS: Certain parts of the Common Elements are set aside and reserved for the exclusive use of each Home and constitute "limited Common Elements" appurtenant thereto. Each Home has an exclusive easement for the use of the limited Common Elements appurtenant thereto, except as otherwise provided in the Declaration. The cost of maintenance, repair, and upkeep of each limited Common Element is to be assessed to the Owner of the Home to which such limited Common Element is appurtenant. The limited Common Elements so set aside and reserved include all of the Common Elements except: 1) the above-mentioned unpaved driveway area, and 2) the above-mentioned pipes, wires, conduits, and other utility and service lines which are utilized for or serve

both Homes. The limited Common Elements shall be appurtenant to one or the other of the Homes as follows:

(a) That certain 6,300 square feet of real property which includes the real property upon which Home Number One is situated, as is more particularly shown on the Condominium File Plan, constitutes a limited Common Element appurtenant to and for the exclusive use of Home Number One.

(b) That certain 6,562.5 square feet of real property which includes the real property upon which Home Number Two is situated, as is more particularly shown on the Condominium File Plan, constitutes a limited Common Element appurtenant to and for the exclusive use of Home Number Two.

NOTE: Said real property described in (a) and (b) above are not legally subdivided lots.

(c) All pipes, wires, conduits, and other utility and service lines not contained within a Home but used exclusively by and servicing only such Home, is appurtenant to and for the exclusive use of that Home.

(d) Two uncovered parking stalls are appurtenant to and for the exclusive use of each Home, as shown on the Condominium File Plan.

(e) One mailbox is appurtenant to and for the exclusive use of each Home.

INTEREST TO BE CONVEYED TO PURCHASERS: Since the Developer desires that neither Home will have a controlling interest, each Home has appurtenant thereto a fifty percent (50%) undivided interest in all of the Common Elements for all purposes, including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Homes are to be occupied and used as private dwellings and for no other purpose. The owners of the respective Homes shall have the absolute right to lease such Homes, for any duration of time, subject to all provisions of the Declaration and the By-Laws.

OWNERSHIP: According to a Preliminary Title Report issued by Title Guaranty of Hawaii, Inc., dated November 22, 1985, fee simple title to the real property upon which the Project is situated is vested in JEFFREY EUGENE SIMS, unmarried, EDWIN EUGENE SIMS, husband of Carol Elaine Sims, and TERRY WILLIAM REVNAK and MELODY McCLANAHAN REVNAK, husband and wife, by Transfer Certificate of Title No. 266,032.

The Developer has advised that by Deed filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1340900, EDWIN EUGENE SIMS conveyed all of his interest in said real property, being an undivided one-third (1/3) interest, to JEFFREY EUGENE SIMS. By deed filed as aforesaid as Document No. 1340901, JEFFREY EUGENE SIMS conveyed an undivided one-fourth (1/4) interest in his undivided two-thirds (2/3) interest in said realproperty to TERRY WILLIAM REVNAK and MELODY McCLANAHAN REVAK conveyed all of their right, title and interest in said real property to the Developer, said deed being duly noted on Transfer Certificate of Title No. 278,162 issued to the Developer.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report issued by Title Guaranty Escrow Services, Inc. dated November 22, 1985, reflects the following encumbrances:

1. MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT dated November 28, 1984, filed as Land Court Document No. 1271047, made by JEFFREY EUGENE SIMS, unmarried, EDWIN EUGENE SIMS, husband of Carol Elaine Sims, and TERRY WILLIAM REVNAK and MELODY McCLANAHAN REVNAK, husband and wife, in favor of CROCKER FINANCIAL CORPORATION, LTD., a Hawaii corporation, to secure the repayment of the sum of \$185,000.00.

2. Assignment of Rents dated November 28, 1984, recorded in Liber 18313 at Page 514, JEFFREY EUGENE SIMS, unmarried, EDWIN EUGENE SIMS, husband of Carol Elaine Sims, and TERRY WILLIAM REVNAK and MELODY McCLANAHAN REVNAK, husband and wife, assigned to CROCKER FINANCIAL CORPORATION, LIMITED, a Hawaii corporation, all monies due and to become due as rental or otherwise on the land described in Exhibit "A" attached thereto, as security for the repayment of that certain promissory note dated November 28, 1984, in the amount of \$185,000.00.

3. Real property taxes as may be due and owing. For further information, check with the Tax Assessor.

The Developer advises that since the Preliminary Report was issued, the following additional encumbrance has been recorded:

Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, limitations on title, and all other provisions contained in or incorporated by reference in the Declaration of Horizontal Property Regime and the By-Laws of the 137 Kaiolena Drive Homeowners' Association, both dated November 30, 1985, filed as Land Court Documents No. 1340903 and 1340904, Condominium Map No. 567, any instrument creating the estate or interest therein set forth, and in any other allied instrument referred to in any of the instruments aforesaid.

EASEMENTS: The Homes and Common Elements also have and are subject to the following easements:

1. Each Home has appurtenant thereto non-exclusive easements in the 1,200 square foot driveway area described above, for ingress and egress, and in all of the Common Elements: (a) for utility services for and support of such Home, and (b) for use according to their respective purposes, subject always to the exclusive use of the limited Common Elements as provided in the Declaration;

2. If any part of the Common Elements encroaches upon any Home or limited Common Element, a valid easement shall exist for such encroachment and for the maintenance thereof, so long as such encroachment continues. In the event that either Home is partially or totally destroyed and then rebuilt, necessary minor encroachments upon any part of the Common Elements due to such rebuilding shall be permitted, and valid easements for such encroachments and for the maintenance thereof shall exist.

PURCHASE MONEY HANDLING: An escrow agreement dated December 13, 1985, (hereinafter called the "Escrow Agreement") detailing the

manner in which purchasers' funds are to be handled, has been executed and a copy thereof has been filed with the Commission. The Escrow Agent is Title Guaranty Escrow Services, Inc., a Hawaii corporation. Upon examination, the short form and long form specimen sales contracts (hereinafter called "Sales Contracts") to be used by the Developer in connection with the sale of the Homes, as well as the Escrow Agreement, have been found to be consonant with Chapter 514A, Hawaii Revised Statutes, as amended, including but not limited to Section 514A-39 and 514A-63 through 514A-66. The Developer proposes to use either form of sales contract, at its option.

It is incumbent upon the prospective purchaser that he or she read with care the Sales Contract and the Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of the Homes and all sums received from any source are to be placed in trust, as well as the retention and disbursement of said trust funds.

The long form specimen Sales Contract contains, among other things, the following provisions:

1. No Interest On Deposits. Any and all interest received by the Developer and/or the Escrow Agent on the purchaser's payments shall become the sole property of the Developer, pursuant to the provisions of Sections 402-8 and 449-16.5 of the Hawaii Revised Statutes.

2. Warranties. DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOME, COMMON ELEMENTS, APPLIANCES, FURNISHINGS, OR ANYTHING INSTALLED IN OR UPON THE HOME OR THE PROJECT OR USED IN CONNECTION WITH THE HOME OR THE PROJECT IN ANY MANNER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

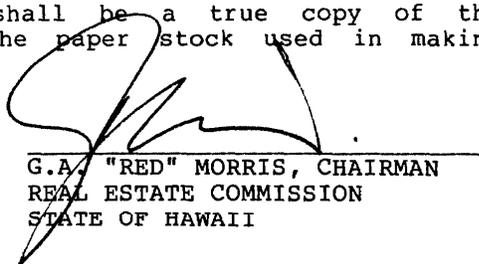
MANAGEMENT AND OPERATION: The By-Laws provide that the operation of the Project may be conducted by a managing agent. Initially, the Project shall be self-managed and therefore will have no managing agent.

STATUS OF PROJECT: The Developer has advised the Commission that the Project was completed prior to the issuance of this Final Public Report. By letter dated July 26, 1984, the City's Building Director indicated that the "structures would be considered as a nonconforming lot . . . if both of the houses were constructed prior to the date of zoning". Purchasers and prospective purchasers are urged to examine the Disclosure Abstract and its exhibits with care regarding this matter.

The purchaser or prospective purchaser should be cognizant of the fact that this Final Public Report represents information disclosed by the Developers in the required Notice of Intention filed with the Commission on December 19, 1985 and additional information subsequently filed as of December 26, 1985.

THIS FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1728, filed with the Commission on December 19, 1985.

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



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

Distribution:

Department of Finance
Office of the Assistant Registrar
of the Land Court of the State of Hawaii
Planning Dept., City & County
of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1728

DATED: January 2, 1986

137 KAIOLENA DRIVE

DISCLOSURE STATEMENT

December 15, 1985

1. NAME OF PROJECT: 137 KAIOLENA DRIVE
137 Kaiolena Drive
Kailua, Hawaii 96734
2. DEVELOPER: S AND R DEVELOPMENT, INC.

3. MANAGING AGENT: None. 137 Kaiolena Drive is a self-managed condominium project.
4. RESIDENTIAL USE: Both apartments ("Homes") are to be used for residential purposes, including rental for any duration of time.
5. COMMERCIAL USE: No Home may be used for commercial purposes.
6. WARRANTIES: THE DEVELOPER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE HOMES, COMMON ELEMENTS, APPLIANCES, FURNISHINGS OR ANYTHING INSTALLED IN OR UPON THE PREMISES OR USED IN CONNECTION WITH THE PROJECT IN ANY MANNER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
7. CONDITION OF PROJECT: Based upon a report prepared by Hideo Kobayashi, registered architect, the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the buildings of the Project is as follows:

Unit One

Unit One is structurally sound despite its advanced age and some termite damage. All foundations and supports are in fair condition and Unit One appears to have met

all building codes in effect at the time of its relocation. Unit One's electrical and mechanical systems function adequately but are aged and should be replaced or upgraded to meet current code requirements.

Unit Two

Unit Two is still in its original state. Therefore, it shows symptoms of its advanced age. Although its electrical and mechanical systems are operational and appear to have met the codes in effect at the time of its construction, the present electrical and mechanical systems are poor and should be upgraded to meet current building codes. Though there is very little termite damage, its advanced age has left Unit Two in poor structural condition.

8. **USEFUL LIFE:** No representations or warranties are made with respect to the expected life of any of the items listed in 7 above.

9. **BUILDING CODE AND MUNICIPAL REGULATIONS:**

There are no outstanding notices of uncured violations of the building code or other municipal regulations. The developer cannot confirm that Home Number One met the code requirements at the time of construction as the developer is unable to determine when this structure was built. It is known that Home Number One was moved in 1958. However, the Building Department of the City and County of Honolulu has no records as to whether it was moved from one location to another on the same lot, or whether it was brought from a different lot. If Home Number One was moved from one location to another on the same lot, then it would have met the zoning code regulations, so long as it was originally constructed before November 2, 1943. If Home Number One was moved to its present location from a different lot, or if it was constructed after November 2, 1943, then its presence would constitute a Comprehensive Zoning Code violation for which a citation might be issued if evidence is uncovered to that effect.

The presence of the two Homes on a lot having 14,062 square feet of land area in an R-3 residential district does not meet the present requirements of the Comprehensive Zoning Code (hereinafter called the "CZC") and is considered by the

Building Department of the City and County of Honolulu to be a nonconforming lot. The restrictions and regulations concerning nonconforming lots and structures are in Section 21-1.7 of the CZC and should be reviewed by persons considering the purchase of either of the Homes. The provisions of the CZC specifically discussing and defining nonconforming uses, structures, and lots are excerpted on Exhibit A, attached hereto.

By letter dated July 26, 1984, Roy H. Tanji, Director and Building Superintendent for the Building Department of the City and County of Honolulu, stated that the CZC category into which the project falls is Section 21-1.7(e). A copy of that letter is attached hereto as Exhibit B. Mr. Tanji's conclusion was verbally reconfirmed by Mr. Ian McDougall of the Department of Land Utilization of the City and County of Honolulu on September 5, 1985, during a telephone conversation with the developer's attorney, Bruce C. Dinman, Esq. However, the language of the CZC regarding such nonconformities is confusing and unclear and it therefore cannot be guaranteed that the nonconformity of the project does not fall into Subsections 21-1.7.(b), (c), and/or (d) of the CZC, which would subject the property to the provisions and restrictions mentioned in those subsections. Also, the Honolulu City Council is now considering comprehensive revisions to the CZC, including Section 21-1.7. Because of this, it is possible that some or all of the present provisions of the CZC which are applicable to the project due to its nonconformity may change.

If Subsection 21-1.7.(e) is the CZC provision which is applicable to the project due to its nonconformity, then the consequences of this nonconformity would be as follows:

1. The lot on which the Homes are located cannot be subdivided. However, it is not believed likely that the owner of either Home would want to do that anyway.
2. If either Home is totally destroyed, then the nonconformity of the lot would be eliminated, since the presence of the remaining Home on the lot would conform to the current CZC requirements. In that case, the lot could not again be made nonconforming

by the reconstruction of the Home that was destroyed unless a variance was obtained. For the same reason, only one of the two Homes could be rebuilt if both Homes were totally destroyed, unless a variance to rebuild two Homes was first obtained.

3. Either or both of the two Homes can be enlarged, extended, moved, or have construction work done, so long as each of the other requirements in Chapter 21 of the CZC (for example, yard size, maximum lot coverage, etc.) are met.

In order to eliminate the nonconforming status of the project, the developer intends to seek a variance from the Zoning Board of Appeals of the City and County of Honolulu. If granted, the developer will provide a copy of that variance to each prospective buyer.

In addition to the foregoing, it should be noted that any replacement or reconstruction work done to either Home will have to comply with the present Building Code. Therefore, it may not be possible to do the work the same way that it was done when the Home was originally constructed or at the time of any prior replacement or reconstruction under earlier Building Code Provisions.

10. ESTIMATED MAINTENANCE FEES:

The estimated maintenance fees and proposed operating budget are set forth below. The developer advises that costs and expenses of maintaining and operating a condominium project are difficult to estimate initially. Even if the maintenance fees have been accurately estimated, such fees may increase in an inflationary economy and as the improvements age. Maintenance fees can vary depending on the services provided to the owners. The buyer should review the proposed operating budget to see what services are included therein.

<u>CONDOMINIUM UNIT</u>	<u>ESTIMATED MONTHLY MAINTENANCE FEE</u>
Home #1	\$95.00
Home #2	\$95.00

PROPOSED OPERATING BUDGET
FOR 137 KAIOLENA DRIVE

	<u>Monthly</u>	<u>Annually</u>
Insurance-Building and Liability	\$ 50.00	\$ 600.00
Maintenance and Repairs - Building	120.00	1,440.00
Transfer to Reserves	\$ 10.00	\$ 120.00
Miscellaneous	<u>10.00</u>	<u>120.00</u>
TOTAL	\$190.00	\$2,280.00

The operating budget (prorated on a monthly basis) is for the year commencing October 1, 1985. The information contained herein is based on the data available at the present time.

We certify that the operating costs budgeted on a cash basis have been based on generally accepted accounting principles.

S AND R DEVELOPMENT, INC.

By: 
JEFFREY EUGENE SIMS
Its President/Treasurer

By: 
TERRY WILLIAM REVNAK
Its Vice-President/Secretary

Sec. 21-1.7. Nonconforming Uses.

- (a) Nonconforming lots, nonconforming structures, nonconforming uses of land and nonconforming uses of structures may be continued, subject to the provisions hereinafter specified.
- (b) Nonconforming uses of land.
- (1) Enlargement or extension. No nonconforming use of land shall be enlarged, increased or extended to occupy a greater area of land than was occupied at the effective date of this chapter.
 - (2) Discontinuance. No nonconforming use of land shall continue if it ceases for any reason (except where governmental action impedes access to the premises) for a period of more than six consecutive months or for twelve months during any three-year period.
 - (3) Movement. No nonconforming use of land shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of the provisions of this chapter.
- (c) Nonconforming uses of structure.
- (1) Enlargement or extension. No nonconforming use of structure may extend to any part of the structure which was not manifestly arranged or designed for such use at the time of adoption of the provisions of this chapter; and no such use shall be extended to occupy any land outside the structure. Moreover, said structure shall not be enlarged, extended, constructed, reconstructed, moved, or structurally altered.
 - (2) Discontinuance. No nonconforming use of structure shall continue if it is discontinued for 12 consecutive months or for eighteen months during any three-year period.
 - (3) Change in use. If no structural alterations are made, any nonconforming use of a structure, or structure and premises in combination, may be changed to another nonconforming use of the same nature, or to a more restricted use, or to a conforming use; provided, however, that change to a more restricted use or to another nonconforming use may be made only if the relation of structure to surrounding property is such that adverse effects on occupants and neighboring property will not be greater than if the original nonconforming use continued.
 - (4) Repairs and maintenance. On any building devoted in whole or in part to any nonconforming use, work may be done in any period of twelve consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing, to an extent not exceeding 10% of the current replacement value of the building; provided that the cubic content of the building as it existed at the time of the effective date of the provisions of this chapter shall not be increased.
- Nothing contained in this chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.
- (d) 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.
- (e) Nonconforming lots.
- (1) A nonconforming lot shall not be reduced in area or width.
 - (2) Any conforming use or conforming structure on a nonconforming lot may be enlarged, extended, constructed, or moved so long as other requirements of this chapter are met.
 - (3) In apartment, hotel, and B-4 Central Business and B-5 Resort Commercial districts, any nonconforming lot to be used for dwelling or lodging purposes shall be subject to the density requirements of such district.
 - (4) Any provision to the contrary notwithstanding, a single-family dwelling and customary accessory buildings may be erected on any nonconforming lot located in any district in which single-family dwellings are permitted. (Am. Ord. 3234. 3741)

Nonconforming Lot. A "nonconforming lot" is a lot which was previously lawful but which does not comply with the minimum lot area or width requirements of the district in which it is located, either on the effective date of this chapter or as a result of any subsequent amendment thereto.

Nonconforming Structure. A "nonconforming structure" is any structure which was previously lawful but which does not comply with the bulk, yard, setback or height regulations of the district in which it is located, either on the effective date of this chapter or as a result of any subsequent amendment thereto.

Nonconforming Use of Land. A "nonconforming use of land" is any use of a zoning lot which was previously lawful but which does not conform to the applicable use regulations of the district in which it is located, either on the effective date of this chapter or as a result of any subsequent amendment thereto; provided that the foregoing shall include a nonconforming use of structure with a replacement cost of not more than \$2,500, or a combination of structures with a total replacement cost of not more than \$10,000.

Nonconforming Use of Structures. A "nonconforming use of structure" is any use of a building or other structure which was previously lawful but which does not conform to the applicable use regulations of the district in which it is located, either on the effective date of this chapter, or as a result of any subsequent amendment thereto; provided that the foregoing shall not include a nonconforming use within any individual permanently fixed structure with a replacement cost of \$2,500 or less, or a combination of permanently fixed structures with a total replacement cost of \$10,000 or less.

July 26, 1984

Mrs. Jonathan Clay Hutchinson
44-255 Mikiloa Drive
Kaneohe, Hawaii 96744

Dear Mrs. Hutchinson:

Subject: ~~Status of Property~~
~~137 Kaiolena Drive~~
~~Tax Map Key: 4-3-06: 30~~

This is in reply to your letter received on July 6, 1984 regarding the property located at 137 Kaiolena Drive.

Building Department records indicate that Housing Code inspections of this property were conducted on May 7, 1970 and July 19, 1980. There are two one-family detached dwellings located on this property. Both structures meet the front, side and rear yard space requirements of the Comprehensive Zoning Code.

Research for possible zoning code violations was made on both occasions since only one dwelling is permitted under the present law. Since our research of public records failed to reveal when the structures were constructed, it was not possible to determine whether the structures were illegal or legally grandfathered.

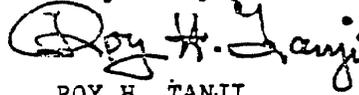
The property was zoned Class AA residential effective November 2, 1943. The parcel and structures would be considered as a nonconforming lot under Section 21-1.7(e) of the Comprehensive Zoning Code if both of the houses were constructed prior to the date of zoning.

EXHIBIT "B"

Mrs. Jonathan Clay Hutchison
July 26, 1984
Page 2

If you have any further questions, please contact
Mr. William Deering at 527-6308 or Mr. Russell Kaneshiro at
527-6305.

Very truly yours,

A handwritten signature in cursive script that reads "Roy H. Tanji". The signature is written in black ink and is positioned above the typed name.

ROY H. TANJI
Director and
Building Superintendent

JH:gi