

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 public reports have been issued by the Commission.

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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 "Horizontal Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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.

Some condominium projects are leasehold. This means that the land or the land, 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.

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

(cite to appropriate pages
in text of report)

Interest to be Conveyed to Buyer:

Fee Simple interest in the apartment and a percentage
interest in the common elements

Type of Project:

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

5. Apartment Description

Apt. Nos.	Qty	BR/Bath	Net Living Area*	Lanai/Patio
Old: <u>3823</u>	<u>1</u>	<u>2/1</u>	<u>826 sq.ft.</u>	_____
New: <u>3823A</u>	<u>1</u>	<u>5/3</u>	<u>1,710 sq.ft.</u>	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 2

*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>4</u>
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
Total Parking Stalls	<u>4</u>

7. Recreational amenities:

None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Abe Lee Development, Inc. Phone: 942-2633
Name 2308 Lipioma Way (Business)
Business Address Honolulu, Hawaii 96822

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

Abraham Lee, President
Sally Lee, Vice-President

Real Estate Sales Agent: Abe Lee Realty Phone: 943-0233
Name 931 University Avenue (Business)
Business Address Honolulu, Hawaii 96826

Escrow: Long & Melone Escrow, Ltd. & Phone:
Name Title Guaranty Escrow Services, Inc. (Business)
Business Address (See Exhibit "A")

Managing Agent: N/A Phone:
Name (Business)
Business Address

Attorney for Developer: Glenn M. Adachi
Name 2308 Lipioma Way
Business Address Honolulu, Hawaii 96822

**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 Horizontal Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. Declaration of Horizontal 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 — Book 20600 Page 404
 Filed — Land Court — Document Number _____

Amendment date(s) and recording/filing information:

- 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. 1061
 Filed — Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

- 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 — Book 20600 Page 425
 Filed — Land Court — Document Number _____

Amendment date(s) and recording/filing information:

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 apartment owners who 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>75%</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: The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:

Developer reserves right to amend the Declaration and condominium map for the purpose of adjusting the plan or description of any apartment which has not been conveyed.

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.

B. Underlying Land:

Address: 3823 Pukalani Place Tax Map Key: 3-3-16-48
Honolulu, Hawaii (TMK)

Address TMK is expected to change because _____

Land Area: 8,468 square feet acre(s) Zoning: R-5

Fee Owner: Abe Lee Development, Inc.
name
2308 Lipioma Way
address
Honolulu, Hawaii

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: 2 Floors Per Building: 1-2
 Exhibit contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood
 Other _____

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Industrial	_____
<input checked="" type="checkbox"/> Residential	<u>2</u>	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> Other: _____			_____

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: one dog, one cat, aquarium fish and a pair of birds

Number of Occupants: maximum occupancy based on three persons per bedroom

Other: _____

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 2

Elevators _____ Stairways _____ Trash Chutes _____

Apt. Nos.		Qty	BR/Bath	Net Living Area*	Lanai/Patio
Type					
Old:	<u>3823</u>	<u>1</u>	<u>2/1</u>	<u>826 sq.ft.</u>	<u>_____</u>
New:	<u>3823A</u>	<u>1</u>	<u>5/3</u>	<u>1,710 sq.ft.</u>	<u>_____</u>
	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

*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 floor area may have been used.

Boundaries of Each Apartment:

Each apartment consists of a separate building & includes but is not limited to: 1) all perimeter walls, floors, foundations and roofs of such building; 2) all pipes, wires, conduits or other utility and service lines in such building, or outside such building if the same is not utilized for or serves more than one apartment; and 3) for Unit 3823A, the carport which is considered a part of the building.

Permitted Alterations to Apartments:

The unit owner may improve, renovate, remodel, make additions to, remove, replace or restore the improvements to or in the unit with the consent of holders of liens affecting the unit.

9. Present Condition of Improvements See Exhibit "B"
 (For conversions of residential apartments in existence for five years):

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

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

10. Conformance to Present Zoning Code

- a. No variances to zoning code have been granted.
 Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

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	<u> X </u>	<u> </u>	<u> </u>
Structures	<u> X </u>	<u> </u>	<u> </u>
Lot	<u> X </u>	<u> </u>	<u> </u>

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 "C" describes the common elements.

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.

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

[] described in Exhibit _____

[X] as follows:

The site of each unit consisting of the land beneath and immediately adjacent thereto, as shown and delineated on the condominium map.

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 _____ describes the common interests for each apartment.

[X] as follows:

<u>Apartment No.</u>	<u>Common Interest</u>
3823	50%
3823A	50%

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

Exhibit "D" describes the encumbrances against the title contained in the title report dated April 9, 1987 issued by Island Title Corporation.

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.

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

[] 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>
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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] other The project will be managed by the Board of Directors

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 "E" 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:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Water & Sewer |
| <input type="checkbox"/> 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:

Standard one-year contractor's warranty on new dwelling.
Existing dwelling to be sold in existing condition with no warranty.

2. Appliances:

Manufacturer's warranty on new appliances.

J. Status of Construction and Estimated Completion Date:

The old dwelling was completed in 1985.

Construction on the new dwelling is scheduled to begin in May 1987 and be completed in September 1987.

K. Project Phases:

The developer has has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's Present Plans for Future Development: None

L. Sales Documents Filed with the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

Notice to Owner Occupants

Specimen Sales Contract

Exhibit "F" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated 5/26/87 (Long & Melone) & 1/2/87 (Title Guaranty)
new unit old unit

Exhibit * contains a summary of the pertinent provisions of the escrow agreement.

Other _____

*No summary attached as there are two escrow agents and one (Title Guaranty) is handling the sale of the existing unit and the other (Long & Melone) is handling the sale of the new unit. Buyers should become fully acquainted with the contents of these escrow agreements.

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

This is a partial conversion. With respect to the new unit (#3823A), the Developer has submitted a material house bond which the Commission has accepted based on written consents having been obtained from the lender for the new unit and agreements by both escrow agents that Buyer's funds will not be released to Seller until the new apartment has been completed and the 45-day lien period has run.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer 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 Horizontal 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.

This Public Report is a part of Registration No. 1852 filed with the Real Estate Commission on May 7, 1987.

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

yellow paper stock white paper stock pink paper stock

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.

Supplementary Public Reports expire on the expiration date given on the front of the report.


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

Distribution:

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

EXHIBIT "A"

ESCROW AGENTS

Long & Melone Escrow, Ltd.
333 Queen Street, Ste. 501
Honolulu, Hawaii 96813
531-3189

Apt. No. 3823A

Title Guaranty Escrow Services, Inc.
235 Queen Street
Honolulu, Hawaii 96813
521-0211

Apt. No. 3823

Each company will serve as the escrow agent for one apartment.

BUILDING DEPARTMENT
CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813

FRANK F. FASI
MAYOR



HERBERT K. MURAOKA
DIRECTOR AND BUILDING SUPERINTENDENT

Ex87-57

April 30, 1987

Mr. Abe Lee
2308 Lipioma Way
Honolulu, Hawaii 96822

Dear Mr. Lee:

Subject: Condominium Project
3823 Pukalani Place
Tax Map Key: 3-3-16: 48

This is in reply to your letter dated April 7, 1987 requesting confirmation that the single-family dwelling located at 3823 Pukalani Place met all code requirements at the time of construction.

Investigation revealed a section of the carport protruding two feet into the public sidewalk area. The protrusion should be removed.

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

If you have any questions regarding this matter, please contact Mr. Noboru Taketa of this office at telephone number 523-6341.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Herbert K. Muraoka".

HERBERT K. MURAOKA
Director and Building
Superintendent

CONDITION OF IMPROVEMENTS

EXHIBIT "B"

MAY 30, 1988

RECEIVED
DIV. WWM
DEC 11 1987
SECOND ACCESSORY DWELLING
Public Facilities Pre-check
DEC 11 1987
PUBLIC SERVICE
SECTION 100

THIS FORM IS NOT PERMISSION TO BUILD AND ALL OTHER REQUIREMENTS OF LAW MUST BE MET

TAX MAP KEY

Zone	Sec.	Plat	Par.	Lot
3	3	16	-	48

Dorothy Cederlof Estate
OWNER'S NAME (Please Print/Type)

[REDACTED]
CONSTRUCTION SITE ADDRESS

Abe Lee Peter Haines
APPLICANT'S NAME

2308 Lipiana Way, Honolulu HI 96822
ADDRESS

Owner's
Phone Number [REDACTED]

Applicant's
Phone Number [REDACTED]

Application
Date 11/25/88

***** INSTRUCTIONS FOR COMPLETING FORM *****

1. Applicant must provide all information in Section I.
2. Applicant must acquire approvals and signatures from all four agencies as listed in Section II. If any one agency does not approve, a Building Permit cannot be granted.
3. Submit approved form along with Building Permit application and required drawings to the Building Department, 1st Floor, Municipal Bldg., Permit Section, 650 South King St.

***** ADDITIONAL INFORMATION *****

1. This pre-check form is NULL and VOID 120 days after the first date of approval by an agency, except if a one-time 90-day extension is granted by the Board of Water Supply.
2. There will be a water development charge assessed by the Board of Water Supply. If separate meter is installed there will also be an installation charge.
3. There will be a monthly sewer service charge on the second unit.
4. Compliance with private covenants or lease restrictions prohibiting two dwelling units a lot is applicant's responsibility.

***** SECTION I. (TO BE FILLED IN BY APPLICANT) *****

1. PROPOSAL FOR: (check one which apply to you)
 - One separate new unit Use of existing second unit which is separate
 - Two new units on a vacant lot Use of existing second unit which is attached to
 - Interior work only (converting garage, guest quarters, bedroom, etc.)
2. NUMBER OF NEW/ADDED BEDROOMS IN THE SECOND UNIT IS Bedrooms.
3. PARCEL NOW SERVED BY OR HAS: (check Yes or No)
 - a. Municipal sewers Yes No
 - b. No cesspool or septic tank. Yes No
 - c. Direct access to a street with minimum paved roadway width of 16 feet. Yes No
 - d. Has sufficient area for 2 parking spaces for the second unit. Yes No

PROCEED TO SECTION II ONLY IF THE ABOVE SECTION I ITEMS ARE CHECKED YES.

***** SECTION II. (TO BE COMPLETED BY GOVERNMENT AGENCIES) *****

STEP

1 BUILDING DEPT., 1st Floor, Municipal Building, 650 South King St., Permit Section 523--4
Parcel is zoned residential and is in an area generally identified as eligible for a
second unit.

YES
 NO Checked by: *A. Koko* 11-26-86
Signature Date

2 DEPT. OF PUBLIC WORKS, Div. of Wastewater Management, Public Service Section, 650 South
King St., 523-4429
Meets Wastewater Management requirements.

YES
 NO Checked by: *Albert J. Jarama* 12/12/86
Signature Date

3 FIRE DEPT., 1st Floor, Municipal Bldg., 650 South King St., 523-4186
Meets access and fire safety requirements, except for BWS fire protection standards.

YES
 NO Checked by: *[Signature]* 11/26/86
Signature Date

4 BOARD OF WATER SUPPLY (across street from Municipal Bldg., parking garage)
Service Engineering Section, Ground Floor, 630 South Beretania St., 527-6189 or 527-61

Water is available.

YES
 NO Checked by: *Carl N. Fights* 8 DEC 86
Signature Date

BWS ONLY: Approval for one-time
90-day extension
(affix seal of
approval, date and
brief explanation for
extension).
Attach verification
letter.

ADDITIONAL COMMENTS

CASH	\$
CHECK	/

BUILDING DEPARTMENT
BUILDING SAFETY DIVISION

\$ 614.00
 PERMIT FEE

BUILDING PERMIT

FOR THE PERFORMANCE OF WORK UNDER THE BUILDING, ELECTRICAL, PLUMBING AND SIDEWALK CODES CHAPTERS 16, 17, 19, AND 20, RESPECTIVELY, AND UNDER CHAPTER 18 (FEES AND PERMITS) OF THE REVISED ORDINANCES OF THE CITY AND COUNTY OF HONOLULU

AT - DEPT 04 \$614.00
 03/13/87 T#0011 TRAN 152385
 RCT# 170431 C#1 \$614.00

ZONE	SEC.	PLAT	PARCEL	LOT

OWNER ONE L... LOCATION ...

GENERAL CONTRACTOR <u>K.A.A. LLC</u>	<input type="checkbox"/> No Electrical Work <input type="checkbox"/> Electrical Work Authorized <input checked="" type="checkbox"/> Electrical Work Not Authorized — Supplemental Permit Required <input type="checkbox"/> Electrical Work Authorized Except For These Phases _____ Supplemental Permit Required	<input type="checkbox"/> No Plumbing Work <input type="checkbox"/> Plumbing Work Authorized <input type="checkbox"/> Plumbing Work Not Authorized — Supplemental Permit Required <input type="checkbox"/> Plumbing Work Authorized Except For These Phases _____ Supplemental Permit Required
	<input type="checkbox"/> SIDEWALK <input type="checkbox"/> DRIVEWAY <input type="checkbox"/> CURB	

DATE ISSUED _____ For Director and Building Superintendent

ELECTRICAL AND PLUMBING WORK TO BE DONE BY LICENSED PERSONS AS REQUIRED UNDER CHAPTER 448 E, HAWAII REVISED STATUTES.
 THIS PERMIT MUST BE POSTED IN A CONSPICUOUS PLACE ON THE SITE DURING THE PROGRESS OF WORK. THIS PERMIT MAY BE REVOKED IF WORK IS NOT STARTED WITHIN 180 DAYS OF DATE OF ISSUANCE OR IF WORK IS SUSPENDED OR ABANDONED FOR 120 DAYS.

PERMIT No. **235694**

APPLICANT'S COPY

Exhibit "B"

EXHIBIT " C "

Common Elements

- (a) Said land in fee simple;
- (b) All yards, grounds, planters, planting areas and landscaping which are limited common elements to the assigned apartments;
- (c) The driveway and access areas which are limited common elements to the assigned apartments and the parking stalls for Unit 3823 as shown on said Condominium Map;
- (d) All ducts, sewer lines, electrical equipment, pipes, wiring, and other central and appurtenant transmission facilities and installations which serve more than one apartment for services such as power, light, water, gas, refuse, telephone, radio, and television signal distribution;
- (e) All tanks, pumps, motors, fans compressors, ducts, and, in general, all apparatus and installations existing for common use;
- (f) Any and all other apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance or safety, and normally in common use.

EXHIBIT "D"

LIST OF ENCUMBRANCES

1. Reservation in favor of the State of Hawaii of all minerals and metallic mines.
2. Real property taxes as may be due and owing.

EXHIBIT "E"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
3823	\$ 60.00	\$ 720.00
3823A	60.00	720.00

[] Revised on _____

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

EXHIBIT "F"

Summary of Sales Contract

The sales contract contains the price, description and location of the apartment and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the sales contract says:

(a) What a buyer must do to qualify for a loan if the buyer wants a mortgage loan to cover part of the purchase price.

(b) That a buyer's money will be held in escrow, under the terms of the escrow agreement.

(c) That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(d) What will happen if there is a default under the sales contract.

The sales contract contains various other provisions which the buyer should become acquainted with.