



**REAL ESTATE COMMISSION**  
 STATE OF HAWAII  
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION  
 1010 Richards Street - P. O. Box 3469  
 Honolulu, Hawaii 96801

**CONDOMINIUM PUBLIC REPORT**

on

851 6TH AVENUE

851 6th Avenue  
 Honolulu, Hawaii

Registration No. 2059 (Conversion)

Issued: **June** 6, 1989  
 Expires: **July** 6, 1990

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of May 12, 1989, 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:** 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.  
*(yellow)*
- FINAL:** The developer has legally created a condominium and has filed complete information with the Commission.  
*(white)*
- No prior reports have been issued  
 Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- SUPPLEMENTARY:** Updates information contained in the  
*(pink)*
- Prelim. Public Report dated \_\_\_\_\_  
 Final Public Report dated \_\_\_\_\_  
 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:

\*\*\*\*\*  
\*  
\* NOTE: This condominium project will initially consist of one unit. \*  
\* However, the developer has reserved the right to construct another \*  
\* unit in the future (but no later than 3/31/99). Until then, the \*  
\* entire lot consists of a common element and the owner of Unit 1 shall \*  
\* be liable for all taxes. When and if a Unit 2 is developed, two \*  
\* limited common areas will be created. Until then, the Developer is \*  
\* responsible for maintaining that portion of the common element that \*  
\* may later become a limited common element for Unit 2. References to \*  
\* "lots" herein and in project documents do not mean legally 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.

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 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

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  
 Mixed Residential and Commercial  
 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>
1	1	4/2	1,508 sq.ft.	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 1

*\*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>2</u>
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
Total Parking Stalls	<u>2</u>

7. Recreational amenities:

None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Russ Kam & Associates, Inc. Phone: 737-9363  
Name 3422 George Street  
(Business)  
Business Address  
Honolulu, Hawaii 96815

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

Russell Kam, President  
Bradley Kam, Vice-President  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Sales Agent: Interstate Properties, Inc. Phone: 737-9363  
Name 1127 11th Avenue, #202  
(Business)  
Business Address  
Honolulu, Hawaii 96816

Escrow: Guardian Escrow Services, Inc. Phone: 538-6991  
Name 737 Bishop St., Ste. 2090  
(Business)  
Business Address  
Honolulu, Hawaii 96813

Managing Agent: Self-managed by the Board of Directors Phone: \_\_\_\_\_  
Name (Business)  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Attorney for Developer: Glenn M. Adachi  
Name 800 S. King St., Ste. 200  
Business Address  
Honolulu, Hawaii 96813

**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 - Book 23034 Page 603  
 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. 1198  
 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 23034 Page 626  
 Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

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>100%</u>
House Rules	---	<u>Approval of 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:

1. To amend the Declaration, By-Laws, and Condominium Map at any time prior to the first conveyance.
2. To amend the Declaration and Condominium Map to file the "as built" verified statement and plans.
3. To amend the Declaration and Condominium Map to add a Phase 2 to the project consisting of Unit 2.



**B. Underlying Land:**

Address: 851 6th Avenue Tax Map Key: 3-2-20-45  
Honolulu, Hawaii (TMK)

Address  TMK is expected to change because \_\_\_\_\_

Land Area: 10,385  square feet  acre(s) Zoning: R-5

Fee Owner: Russ Kam & Associates, Inc.  
Name

3422 George Street  
Address  
Honolulu, Hawaii 96815

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

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>1</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 No livestock, poultry, animals, pets except for 1 dog or 1 cat, aquarium fish and a pair of birds

Number of Occupants: \_\_\_\_\_

Other: House Rules dated 3/27/89 are available for inspection.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 1

Elevators --

Stairways --

Trash Chutes --

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>1</u>	<u>1</u>	<u>4/2</u>	<u>1,508 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>
<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 the floor area may have been used.*

**Boundaries of Each Apartment:**

1. all perimeter walls, floors, foundations and roofs of each building.
2. all pipes, wires, conduits, or other utility and service lines in such building, or outside such building, if the same are not utilized for or serve more than one apartment; and
3. the parking slab and the garage of the dwelling.

**Permitted Alterations to Apartments;**

Unit owner has right at his sole option, without consent of anyone except lienholders to improve, renovate, remodel, make additions to, remove, replace or restore improvements to the units.

7. Parking Stalls:

Total Parking Stalls: 2

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	<u>2</u>						
Guest							
Unassigned							
Extra Available for Purchase							
Other:							
Total Covered & Open	<u>2</u>						

Each apartment will have the exclusive use of at least 2 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 \_\_\_\_\_ 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
- Recreation Area
- Tennis Court
- Other: \_\_\_\_\_
- Storage Area
- Laundry Area
- Trash Chute

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 structure appears in fair condition. The unit is habitable and appears to be free from major structural defects.

The electrical system and plumbing system appear to be functioning properly and seem to be in fair condition.

(From a report by Michael Gentry, architect, dated 3/6/89.)

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

Dwelling met code requirements when constructed in 1977.

NOTE: House fronting Daahana Street (which was constructed prior to 1930) to be demolished. A March 1989 inspection of the house fronting 6th Avenue (built in 1977) revealed violation of LUC. Subsequent inspection in April 1989 revealed violation corrected. See Exhibit A.

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	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.



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

Exhibit  C  describes the encumbrances against the title contained in the title report dated  April 6, 1989  and issued by  Long & Melone Ltd.

**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>
Mortgage in favor of GECC Financial Corporation	Buyer's contract to be cancelled and deposits refunded

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 \_\_\_\_\_

NOTE: No maintenance fees will be imposed. The owner will be required to maintain its own insurance and will name the Association as additional insured. See \* below.

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 \_\_\_\_\_ 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 _____               |   |
| <input checked="" type="checkbox"/> Not applicable |   |

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 existing building will be sold in "as is" condition.

2. **Appliances:**

Warranty on appliance as provided by manufacturer, if not expired. If expired, the appliances will be sold in "as is" condition.

\*Developer will maintain the area designated "Lot 2 Reserved for Future Development" on Condominium Map until such time as Developer exercises its right to add a second unit.



**IV. ADDITIONAL INFORMATION NOT COVERED ABOVE**

**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 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.

This Public Report is a part of Registration No. 2059 filed with the Real Estate Commission on April 27, 1989.

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.

*Peter N. Yamagata*

for

GLORIA DAMRON, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

**Distribution:**

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

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

Ex89-53

April 12, 1989

Mr. Russell Kam  
Russ Kam and Associates, Inc.  
3422 George Street  
Honolulu, Hawaii 96815

Dear Mr. Kam:

Subject: Condominium Conversion Project  
851 6th Avenue and 846 Paahana Street  
Tax Map Key: 3-2-20: 45

This is in reply to your letter dated March 10, 1989 requesting confirmation that the two one-story single-family dwellings located at 851 6th Avenue and 846 Paahana Street met all code requirements at the time of construction.

Investigation revealed that the dwellings located at 846 Paahana Street and 851 6th Avenue met the code requirements when they were constructed prior to 1930 and in 1977, respectively. However, inspection on March 20, 1989 revealed that the dwelling located at 851 6th Avenue had been illegally converted into a two-family detached dwelling, which is in violation of the Land Use Ordinance.

Reinspection on April 6, 1989 showed that the two-family detached dwelling has been converted back to a one-family detached dwelling.

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

EXHIBIT A

Mr. Russell Kam  
April 12, 1989  
Page 2

If you have any questions regarding this matter, please  
contact Mr. Ivan Matsumoto at telephone number 527-6341.

Very truly yours,



HERBERT K. MURAOKA  
Director and Building Superintendent

Subscribed and sworn to  
before me this 14th day of  
April, 1989.

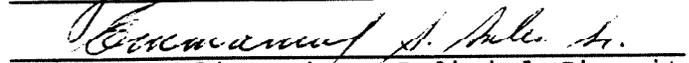
  
Notary Public, First Judicial Circuit  
State of Hawaii  
My commission expires: 11-14-91

EXHIBIT B

DESCRIPTION OF COMMON ELEMENTS

(a) Said land in fee simple;

(b) All ducts, sewer lines, electrical equipment, pipes, wiring, and other central and appurtenant transmission facilities and installations which will serve both apartments for services such as power, light, water, gas, refuse, telephone, radio, and television signal distribution;

(c) 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;

(d) The portion of the land designated on the Condominium Map as "Lot 2 (Reserved for Future Development)"; provided, said portion will be come a limited common element for the exclusive benefit of Unit 2, if the Declarant exercises its option to add Unit 2.

EXHIBIT C

LIST OF ENCUMBRANCES

1. Mortgage in favor of GECC Financial Corporation, a Hawaii corporation, dated March 16, 1989 and recorded in the Bureau of Conveyances in Book 22967, Page 462.

2. 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 dated March 27, 1989, recorded in the Bureau of Conveyances in Book 23034, Page 603 (By-Laws thereto adopted March 27, 1989 and recorded in Book 23034, Page 626), Condominium Map No. 1198; any instrument creating the estate or interest herein set forth; and in any other allied instrument referred to in any instrument aforesaid.

3. Real property taxes as may be due and owing. Check with the Tax Assessor for further information.

EXHIBIT D

PROJECT PHASE

The Developer has reserved the right to construct an additional unit in the area designated on the Condominium Map for a period up to March 31, 1999. The conditions for the exercise of Phase 2 are set forth in paragraph 23c of the Declaration of Condominium Property Regime, as more specifically hereinafter set forth.

"Notwithstanding anything to the contrary contained in this Declaration, Declarant shall, from time to time, and at any time up to but not later than March 31, 1999, have the right at its option and expense to add to the Project a second phase ("Phase 2") consisting of Unit 2 within the areas delineated and marked as "Lot 2 - Reserved for Future Development" on Sheet A-1 of the Condominium Map. The improvements to be subject to terms and conditions hereinafter set forth in this paragraph. In connection therewith, Declarant also shall have the right, without being required to obtain the consent or joinder of any person or group of persons, including any apartment owner or any lien holder, or any other person who may have any interest in the Property or the Project, (i) to amend this Declaration and the Condominium Map to describe and depict Phase 2, to establish the apartment number for the additional apartment, to create additional common and limited common elements and easements as appurtenant to the additional apartment and/or to the other apartments in the Project, to determine and describe the common interest and percentage of expenses appurtenant to the additional apartment, to reduce the common interests appurtenant to the other apartments in the Project, to declare that the additional apartment may be used for those purposes allowed by paragraph 10 of the Declaration, to file the "As Built" Certificate required by the Act upon completion of construction for the additional apartment constituting Phase 2, and to set forth such other matters necessary or desirable to effect any such alteration in the Project; (ii) to amend any prior instrument of conveyance of an apartment and undivided interest so as to conform the same to the Declaration, as so amended; and (iii) to go and to have its contractor or contractors go upon the Property and the Project as necessary for the construction of Phase 2; provided that the Declarant and its contractor(s) shall use reasonable efforts, consistent with maintaining the progress of such construction, to avoid interference with the use and enjoyment of the Project by the other apartment owners.

To the extent that joinder of any apartment owner or lien holder or other person who may have any interest in the Property or the Project may be required in order to validate any amendment of this Declaration or the Condominium Map or any such instrument or conveyance for the limited purposes set forth in this paragraph 23c, such joinder shall be accomplished by power-of-attorney from each of the owners, lien holders or such other parties, the acquiring or acceptance or ownership in an apartment or of a lien covering an apartment or of any other interest in the Project or Property subject to this Declaration being a grant of such power, and the grant being coupled with an interest, being irrevocable.

The rights reserved to the Declarant are subject to the following terms and conditions:

(a) Construction shall be in accordance with the complete plans and specifications therefor prepared by a licensed architect;

(b) No plans and specifications shall require the alteration or demolition of any existing apartments or any buildings constituting a part of the common elements or limited common elements, except that the Declarant shall have the right to utilize, relocate and realign existing, and/or develop additional, central and appurtenant installations for services to the additional commercial apartment(s) for electricity, hot and cold water, air conditioning and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easements and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption, other than a temporary interruption in the service of such utilities to any other part of the Project;

(c) The common interest appurtenant to each existing apartment shall be decreased so that the percentage of undivided interest upon the development of Phase 2 shall be as set forth in paragraph 6 of the Declaration.

(d) Construction shall be at Declarant's expense and shall be completed within one (1) year of commencement thereof, subject to delays beyond the control of Declarant;

(e) During the entire course of such construction, Declarant will cause to be maintained at its expense builder's all-risk insurance in an amount not less than the estimated cost of construction. The Association shall be named as an additional insured and evidence of such insurance shall be furnished to the owner of the unit, upon the owner's request;

(f) Prior to commencement of such construction, and as a condition thereof, Declarant shall deposit with the Association satisfactory evidence of a performance bond, or an irrevocable letter of credit issued by a bank authorized to do business in the State of Hawaii, naming the Association as a co-obligee, in an amount not less than one hundred percent (100%) of the cost of construction as estimated by Declarant;

(g) The offering and sale of any additional apartment (s) in Phase 2 shall be in compliance with applicable provisions of the Act;

(h) Subject to paragraph 23d, Declarant shall not in any manner encumber the Project or the Property in connection with the financing of such construction, provided that it may assign by way of security or mortgage, its interest in this right under paragraph 23c or in said additional apartment (Unit 2) or in any Dwelling which Declarant may own in the Project.

(i) Unit 2 shall not exceed 50% of the allowable floor area or lot area coverage for the land as defined by the zoning ordinance of the City and County of Honolulu in effect when Phase 2 is added.

Owners of any such additional apartment, including Declarant to the extent that any such additional apartment is then unsold, shall possess all the incidents of apartment ownership, and shall be liable for common and utilities expenses as of the date of the issuance by the appropriate governmental authority of an occupancy permit for such apartment.

The foregoing reservation of rights may be exercised at one or more time or times and at any time up to midnight, March 31, 1999. Declarant shall give notice to the Association of any intent to exercise said reserved rights, at least thirty (30) days before the commencement of the construction to effect such alteration of the Project.

This paragraph 23c may not be amended without the consent of the Declarant."

EXHIBIT E

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.

EXHIBIT F

Summary of Escrow Agreement

The escrow agreement sets up an arrangement under which the deposits a buyer makes under a sales contract will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen:

(a) Escrow will collect payments due pursuant to the sales contract.

(b) Escrow will deposit all monies received pursuant to the sales contract in a special account with a financial institution.

(c) Escrow will let buyers know when payments are due.

(d) Escrow will arrange for and supervise the signing of all necessary documents.

(e) The escrow agreement says under what conditions refund will be made to a buyer.

(f) The escrow agreement says what will happen to a buyer's funds upon default under the sales contract.

The escrow agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.