REAL ESTATE COMMISSION

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL AND VOCATIONAL LICENSING DIVISION
P. 0. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

2708 & 2712 KEKUANONI

2708 & 2712 Kekuanoni Street
Honolulu, Hawaii 96813

Registration No. 2527 (Partial Conversion)

Issued: October 22, 1991
Expires: November 22, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of October 10, 19 91, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

____ **PRELIMINARY:** (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.

__X__ **FINAL:** (white) The developer has legally created a condominium and has filed complete information with the Commission.

[X] No prior reports have been issued
[ ] Supersedes all prior public reports
[ ] Must be read together with _____

____ **SUPPLEMENTARY:** (pink) Updates information contained in the

[ ] Prelim. Public Report dated _____
[ ] Final Public Report dated _____
[ ] 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 [X] 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.

[X] No prior reports have been issued by the Commission.

[ ] Changes made are as follows:

Special Attention

The developer has disclosed that the land area beneath and adjacent to each unit is designated as a limited common element and does not represent a legally subdivided lot. The prospective purchaser is cautioned to carefully review the condominium documents for further information regarding the foregoing.

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GENERAL INFORMATION ON CONDOMINIUMS

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

MARY OF THE CONDOMINIUM PRO T

Interest to be Conveyed to Buyer:

[X] 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
   [X] Both New Building(s) and Conversion

2. [X] Residential [ ] Commercial [ ] Ohana
   [ ] Mixed Residential and Commercial [ ] Agricultural
   [ ] Other_____

3. [ ] High Rise (5 stories or more) [X] Low Rise

4. [ ] Single or [X] Multiple Buildings

5. Apartment Description

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
2708	1	5/3	2,418	220
2712	1	4/2.5	2,370	218

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:

	Number of Stalls
Assigned Stalls (Individual Units)	4
Guest Stalls	
Unassigned Stalls	
Extra Stalls Available for Purchase	
Other:_____	
Total Parking Stalls	4

7. Recreational amenities: None

:OPLE CONNECTED WITH THE PRO.' T

Developer: HAJIME AKITA and ALICE KUSUHARA AKITA Phone: 988-8077

Business Address: 2712 Kekuanoni Street
Honolulu, Hawaii 96813

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

Real Estate Broker: Abe Lee Realty Phone: 988-8071

Business Address: 1305 S. King Street, Ste. A
Honolulu, Hawaii 96814

Escrow: Long & Melone Escrow Services Phone: 521-0211

Business Address: 810 Richards Street, Ste. 644
Honolulu, Hawaii 96813

General Contractor: Verblen Construction Phone: 638-5222 (Business)

Business Address: 59-477 Hoalike Road
Haleiwa, HI 96712

Condominium Managing Agent: Self-managed by the Association of Apartment Owners

Phone:

Business Address:

Attorney for Developer: Glenn M. Adachi Phone: 526-3880

Business Address: 841 Bishop Street, Ste. 1601
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
[X] Recorded - Bureau of Conveyances - Document No. 91-121679
Book _____ Page _____
[ ] Filed - Land Court - Document No. _____

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
[X] Recorded - Bureau of Conveyance Condo Map No. 1553
[ ] 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
[X] Recorded - Bureau of Conveyances - Document No. 91-121680
Book _____ Page _____
[ ] Filed - Land Court - Document No. _____

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, 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 [X] 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:

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

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

2. Developer:

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

[X] 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 anytime prior to recording of the sale of the unit.

2. To amend the Declaration and Condominium Map to file the "as built" certificate.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] Fee Simple: Individual apartments and the common elements which includes the underlying land will be in fee simple.

[ ] Leasehold or Subleasehold: Individual apartments and the common elements which includes the underlying land will be leasehold.

The leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
[ ] Month [ ]Year.

[ ] Individual Apartments in Fee Simple Common Interest in the Underlying Land in Leasehold or Subleasehold:

The leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners - tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
[ ] Month [ ]Year.

[ ] Other:

For Subleaseholds:

[ ] Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is
[ ] Canceled [ ] Foreclosed

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

B. **Underlying Land:**

Address: 2708 & 2712 Kekuanoni Street Tax Map Key: (1) 2-2-026-040 & (1) 2-2-26-109
Honolulu, Hawaii 96813 (TMK)

[X] Address [ ] TMK is expected to change because each dwelling will have its own street address

Land Area: 11,203 [X] square feet [ ] acre(s) Zoning: R-5

Fee Owner: HAJIME AKITA and ALICE KUSUHARA AKITA

Address: 2712 Kekuanoni Street
Honolulu, Hawaii 96813

Sublessor:
Name

Address

C. **Buildings and Other Improvements:**

1. [ ] New Building(s) [ ] Conversion of Existing Building(s)
[X] Both New Building(s) and Conversion

2. Buildings: 2 Floors Per Building 2

[ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

[ ] Concrete [ ] Hollow Tile [X] Wood

[ ] Other _____

4. Permitted Uses by Zoning:

	No. of Apts.	Use Determined By Zoning		No. of Apts.	Use Determined By Zoning
[ ] Commercial	____	_____	[ ] Industrial	____	_____
[X] Residential	2	Yes	[ ] Agricultural	____	_____
[ ] Timeshare/Hotel	____	_____	[ ] Recreational	____	_____

[ ] Other: _____

Is/Are this/these use(s) specifically permitted by the project's declaration or bylaws?
[X] Yes [ ] No

5. Special Use Restrictions:

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

[ ] Pets:

[ ] Number of Occupants:

[ ] Other:

[X] There are no special use restrictions.

6. Interior(fill in appropriate numbers):

Elevators --- Stairways --- Trash Chutes ---

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
2708	1	5/3	2,418	220
2712	1	4/2.5	2,370	218

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.

Boundaries of Each Apartn

1. All perimeter walls, floors, foundations and roof of each building.

2. All pipes, wires, conduits, or other utility and services lines in such building, outside such building, if the same are not utilized for more than one apartment.

3. The garage and the parking of the respective apartments.

Permitted Alterations to Apartments:

Apartment owner, with the approval of the Board of Directors, may renovate, remodel, make additions to, remove or restore the unit.

7. Parking Stalls:

Total Parking Stalls: 4

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Assigned (for individual units)	2	2					4
Guest							
Unassigned							
Extra Available for Purchase							
Other:							
Total Covered & Open		4					

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:

[X] There are no recreational or common facilities.

[ ] Swimming pool [ ] Storage Area

[ ] Recreation Area [ ] Laundry Area

[ ] Tennis Court [ ] Trash Chute

[ ] Other: _____

_____

9. Present Condition of Improvements (See Exhibit F)
(For conversions of dential apartments in existence for at le ve years):

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

The structure appears in good condition and free from major structural defects. The electrical and plumbing systems appear to be functioning properly and seem to be in good condition.

The expected useful life is estimated to be between 25 and 30 years.

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

Unit 2708 met the applicable code requirements at the time of construction in 1937. (See Exhibit G)

10. Conformance to Present Zoning Code *(See Note below)

a. [ ] No variances to zoning code have been granted.

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

A Conditional Use Permit under Sec. 4.40-21 of the Land Use Ordinance (joint development of two or more adjacent zoning lots) was granted by the Director of Land Utilization. Approval was granted subject to seven conditions. For a more detailed explanation see the Conditional Use Permit attached as Exhibit H.

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.

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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

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

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

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

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

   [X] Exhibit ___A___ describes the common elements.

   [ ] As follows:

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

   [ ] There are no limited common elements in this project.

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

      [ ] described in Exhibit

      [X] as follows:

         The portion of the land area beneath and adjacent to each unit as delineated on the site plan of 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:

Unit No.	% Common Interest
2708	50%
2712	50%

E. **Encumbrances Against Title:** encumbrance is a claim against or a li[illegible] on the property.

Exhibit B describes the encumbrances against the title contained in the title report dated September 18, 1991 and issued by Title Guaranty of Hawaii.

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.

Type of Lien	Effect on Buyer's Interest If Developer Defaults
Mortgage	Buyer's contract will be cancelled and Buyer's deposit will be 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

G. **Estimate of Initial Maintenanc es:**

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 C 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:

[X] Not applicable

[ ] Electricity [ ] Television Cable

[ ] Gas [ ] Water & Sewer

[ ] Other _____

I. **Construction Warranties:**

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

1. Building and Other Improvements:

   Unit 2712 has a one year contractor's warranty on workmanship.

2. Appliances:

   The appliances in Unit 2712 will have warranties as provided by the appliance manufacturer.

NOTE: Unit 2708 will be sold "AS IS" without warranty or representation, express or implied, as to condition, fitness for intended use, fitness for any purpose whatsoever, merchantability, habitability, workmanship or compliance with any zoning, health rules, or regulations except for the dwelling meeting code requirements at the time of construction (See Exhibit G).

J. **Status of Construction and E ated Completion Date:**

Unit 2708 was completed in 1937.

Notice of completion for Unit 2712 was published on May 24 & 31, 1991.

K. **Project Phases:**

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

Summary of Developer's Present Plans for Future Development:

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

[X] Specimen Sales Contract

Exhibit ___D___ contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated ___December 15, 1990___

Exhibit ___E___ contains a summary of the pertinent provisions of the escrow contract.

[ ] Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Buyer's Right to Cancel Sales Cc ct:

A. Rights Under the Condominium Statute:

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

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

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

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

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

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

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

B. Rights Under the Sales Contract:

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

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

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

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs, 1010 Richards Street, P. 0. Box 541, Honolulu, HI 96809.

This Public Report is a part of Registration No. 2527 filed with the Real Estate Commission on October 1, 1991.

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

[ ] yellow paper stock [X] 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 YANAGAWA, 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

EXHIBIT A

DESCRIPTION OF COMMON ELEMENTS

1. The land in fee simple as described in the Declaration of Condominium Property Regime.

2. All ducts, sewer lines, electrical equipment, pipes, wiring, and other central and appurtenant transmission facilities and installations which serve the apartments for services such as power, light, water, gas, refuse, telephone, radio, and television signal distribution.

3. 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 B

LIST OF ENCUMBRANCES

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. Grant to the City and County of Honolulu dated March 15, 1965, recorded in said Bureau of Conveyances in Liber 5027, Page 32, granting a perpetual easement, to construct, install, maintain, operate, repair, and remove an open drainage ditch or structure, as part of a drainage system, through, over and across the following described "easement area":

PARCEL 9 - of PAUOA STREAM WALL, UNIT III: All that certain parcel of land being a portion of Lot 39 of a subdivision of R. P. 7376, L. C. Aw. 5235, Apana 2 to S. Kaapuiki, situate at Pauoa Valley, Honolulu, Oahu, Hawaii, and more particularly described as follows:

Beginning at the northwest corner of this parcel of land in the middle of Pauoa Stream, near the west side of Kekuanoni Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 3,844.93 feet north and 4,230.46 feet east, as shown on Division of Land Survey and Acquisition Parcel Map File No. 12-8-4-56, thence running by azimuths measured clockwise from true South:

1.	251°	39'		33.84	feet along R. P. 5644, L. C. Aw. 1717 to Hawea;
					Thence along remainder of Lot 39 of the subdivision of R. P. 7376, L. C. Aw. 5235, Apana 2 to S. Kaapuiki and on a curve to the right, with a radius of 62.00 feet, the chord azimuth and distance being:
2.	40°	00'	48"	19.44	feet;
3.	49°	02'		31.00	feet along same;
					Thence still along same and on a curve to the right, with a radius of 42.00 feet, the chord azimuth and distance being;

4.	65°	36'		23.95	feet;
5.	82°	10'		8.43	feet along same;
6.	149°	15'		5.81	feet along Lot 41 of the subdivision of R. P. 7376, L. C. Aw. 5235, Apana 2 to Kaapuiki; Thence along middle of Pauoa Stream for the next two (2) courses, the direct azimuths and distances from point to point being:
7.	249°	36'		39.03	feet;
8.	181°	10'	30"	17.00	feet to the point of beginning and containing an area of 603 square feet.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct boundary and improvement survey would disclose; and which are not shown by public records.

4. Agreement dated December 26, 1989 recorded in said Bureau of Conveyances as Document No. 90-079419, regarding Issuance of Conditional Use Permit Under Section 4.40-21 of the Land Use Ordinance (LUO).

5. Mortgage, Security Agreement and Financing Statement in favor of GECC FINANCIAL CORPORATION, a Hawaii corporation, dated September 27, 1990, recorded in said Bureau of Conveyances as Document No. 90-153237.

6. Real property taxes due and payable. For more information contact City and County of Honolulu, Department of Finance, Real Property Tax Assessment.

7. Mortgage, Security Agreement and Financing Statement in favor of GECC Financial Corporation, a Hawaii corporation, dated June 4, 1991, recorded as Document No. 91-074138.

EXHIBIT C

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance F

Apartment	Monthly Fee	x	12 months	=	Yearly Total
Unit 2708	$25/mnth	x	12 months	=	$300/year
Unit 2712	$25/mnth	x	12 months	=	$300/year

[ ] Revised on _____

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services .....none

Air Conditioning .....none
Electricity .....none
[ ] common elements only
[ ] common elements and apartments
Gas .....none
Refuse Collection .....none
Telephone .....none
Water and Sewer .....none

Maintenance, Repairs and Supplies .....none

Building .....none
Grounds .....none

Management .....none

Management Fee .....none
Payroll and Payroll Taxes .....none
Office Expenses .....none

Insurance .....$50- x 12 months = $600/year

Reserves .....none

Taxes and Government Assessments .....none

Other .....none

Please note that the only common element these two apartments will share is the line dividing their two properties. Thus there is no need for any common items to be maintained or repaired.

TOTAL .....$50 - x 12 months = $600/year

I/We, Dr. Hajime and Alice Akita, as managing agents for the condominium, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Alice Akita

Date: Hajime Akita 5/21/91

EXHIBIT D

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 provides:

(a) A section for financing to be filled in and agreed to by the parties which will set forth how the buyer will pay the purchase price.

(b) That a buyer's deposits will be held in escrow until the sales contract is closed or cancelled.

(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 E

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) The escrow agreement says under what conditions escrow will disburse buyer's funds.

(e) The escrow agreement says under what conditions buyer's funds will be refunded if buyer cancels the sales contract.

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

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

(h) The escrow agreement sets forth Escrow's responsibilities in the event of any disputes.

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

THE TRH NETWORK
ARCHITECTS • PLANNERS • INTERIORS

• 1123 11TH AVENUE, SUITE 402 • HONOLULU, HI 96816 • (808) 735-2992 • FAX (808) 735-5028 •
• 113 SOUTH VALLEY STREET • PORT ANGELES, WA 98362 • (206) 452-3871 • FAX (206) 457-9228 •

December 3, 1990

Mr. Abe Lee
Abe Lee Development, Inc.
2308 Lipioma Way
Honolulu, Hawaii 96816

Dear Mr. Lee:

As per your instructions, a visual inspection was made of the property located at Unit 2708 at 2708 Kekuanoni Street, Honolulu, Hawaii, TMK 2-2-26:4.

The purpose of the inspection was to examine and comment on the present state of the buildings.

The following describes my assessment of the present condition of the buildings:

1. The structures appear in good condition. The units are habitable and appear to be free from major structural defects.

2. The electrical system and plumbing systems appear to be functioning properly and seem to be in good condition.

3. The expected useful life is estimated to be between 25 and 30 years.

CONCLUSION: The buildings at present are in good condition with no major structural defects.

Respectfully,

Timothy R. Haley, President
The TRH Network, Architects - Planners - Interiors

TIMOTHY R. HALEY
REGISTERED PROFESSIONAL ARCHITECT
No. 6299
HAWAII, U.S.A.

NAME OF ARCHITECT/ENGINEER: Timothy R. Haley

REGISTERED PROFESSIONAL TITLE: Registered Professional Architect

HAWAII REGISTRATION NUMBER: 6299

TRH:hy

EXHIBIT F
Architect's Visual Inspection

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

Ex90-145

December 14, 1990

Dr. and Mrs. Hajime Akita
c/o Peter Haines
2308 Lipioma Way
Honolulu, Hawaii 96822

Dear Dr. and Mrs. Akita:

Subject: Condominium Conversion Project
2708 & 2712 Kekuanoni Street
Tax Map Key: 2-2-026: 040 & 109

This is in response to your letter dated November 30, 1990 requesting verification that the two-story single-family dwelling located at 2708 Kekuanoni Street met all code requirements at the time of construction.

Investigation revealed that the dwelling met the applicable code requirements when it was constructed approximately in 1937.

A new dwelling designated as 2712 Kekuanoni Street is being constructed with building permit No. 288923 issued on July 25, 1990.

Conditional Use Permit (Type 1) No. 90/CUP-10 for Joint Development has been approved with conditions.

EXHIBIT G
Letter from the City and County of Honolulu

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

Very truly yours,

HERBERT K. MURAOKA
Director and Building
Superintendent

Subscribed and sworn to
before me this 18th day of
December 1990.

Notary Public, First Judicial Circuit
State of Hawaii
My commission expires: June 21, 1991

DEPARTMENT OF LAND UTILIZATION
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET
HONOLULU, HAWAII 96813 • (808) 523-4432

FRANK F. FASI
MAYOR

DONALD A. CLEGG
DIRECTOR

LORETTA K.C. CHEE
DEPUTY DIRECTOR

(AK)

April 3, 1990

Mr. Mike Gentry
The TRH Network
3441-C Waialae Avenue
Honolulu, Hawaii 96816

Dear Mr. Gentry:

Conditional Use Permit (Type 1) No. 90/CUP1-10
Joint Development - Section 4.40-21
Hajime and Alice K. Akita
2708 Kekuanoni Street - Pauoa
Tax Map Key 2-2-26: 40 and 109

The Director of Land Utilization approved the above Conditional Use Permit (Type 1) for joint development subject to 7 conditions. Condition 3 requires that the applicant obtain a Zoning Adjustment permit to adjust the height envelope where the dwelling exceeds 30 feet, prior to the issuance of a building permit. We have attached the instruction sheets for filing an application for Zoning Adjustment (for either height setbacks or grade irregularities) for your convenience.

Please note, however, that there are certain prerequisites for Zoning Adjustment approval, such as a slope greater than 40 percent, lack of design alternatives, or unusual deviation in grade. The Zoning Adjustment will only be approved if the proposal is supported by conditions of hardship. And, approval of Conditional Use Permit No. 90/CUP1-10 should not be construed as approval of any other required permits. See Conditions 4 and 5.

If you have any questions, please contact Allan Kuramoto of our staff at 527-5010.

Sincerely yours,

Donald Clegg

DONALD A. CLEGG
Director of Land Utilization

DAC:nt
0095N

Attach.

EXHIBIT H
Conditional Use Permit (Type 1) No. 90/CUP-10

File No. : 90/CUP1-10
Project : Joint Development - Section 4.40-21
Applicant : Hajime and Alice K. Akita
Address : 2708 and 2710 Kekuanoni Street - Pauoa
Tax Map Key : 2-2-26: 40 and 109
Date : April 2, 1990

APPROVAL, subject to the following conditions:

1. All lots or parcels identified in Exhibits A-1 and A-2 shall be considered to be one zoning lot.

2. The agreement shall be filed with the Bureau of Conveyances or the Registrar of the Land Court of Hawaii. Proof of such filing shall be in the form of a copy certified by the appropriate agency and shall be submitted to the Department of Land Utilization before any building/sign permit is issued.

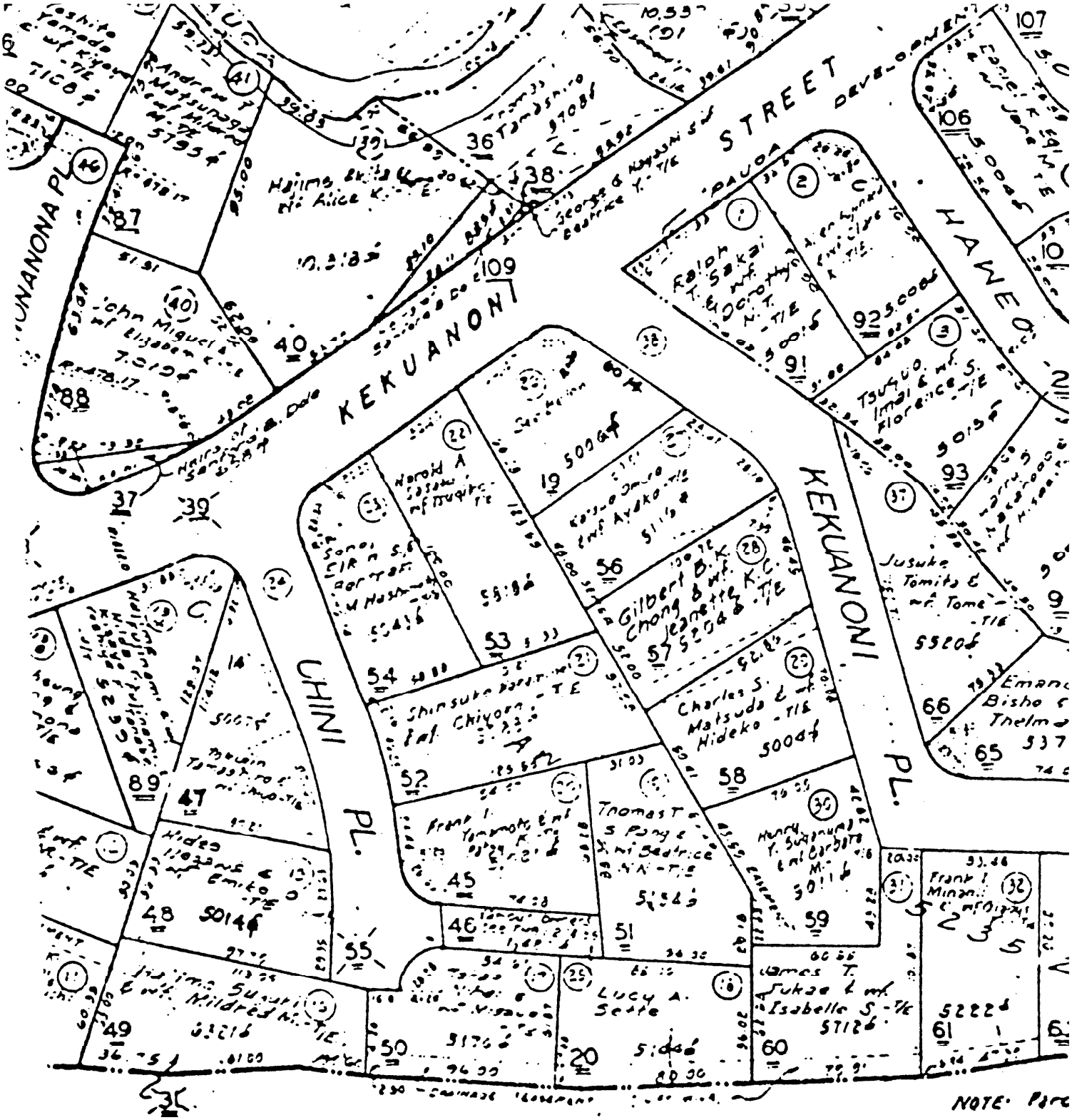
3. The applicant shall apply for a Zoning Adjustment (for height setback) to adjust the building height envelope where it exceeds 30 feet, prior to the issuance of a building permit.

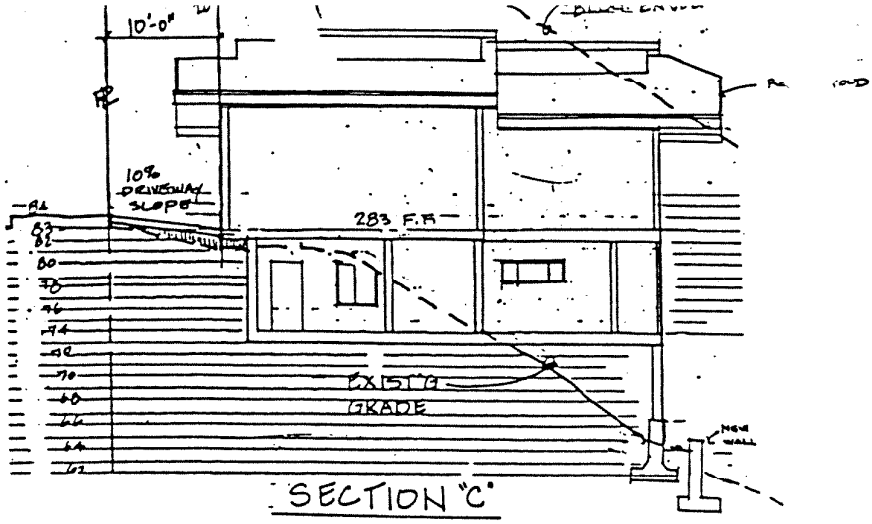
4. This application has only been reviewed and approved pursuant to the provisions of Section 4.40-21, and development shall comply with all other provisions of the Land Use Ordinance.

5. Approval of the Conditional Use Permit shall not be construed as approval of any building permit or Zoning Adjustment application; such applications are reviewed separately and shall comply with applicable codes and regulations.

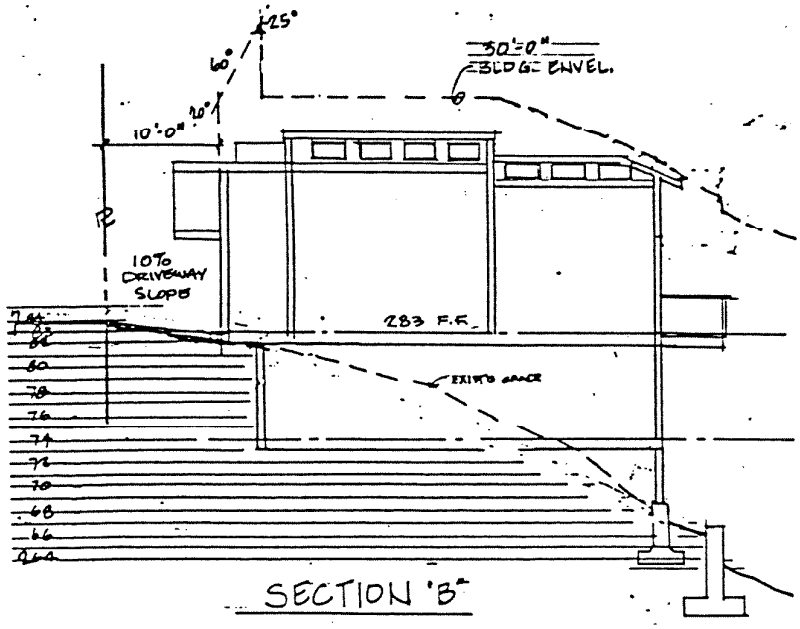
6. The Director of Land Utilization shall reserve the right to impose additional requirements if necessary to promote and protect the health, safety, and welfare of the people of the City and County of Honolulu.

7. This approval may be revoked by the Director of Land Utilization when there is a breach of any of the conditions stated above; provided that for good cause, the Director may amend the above conditions.

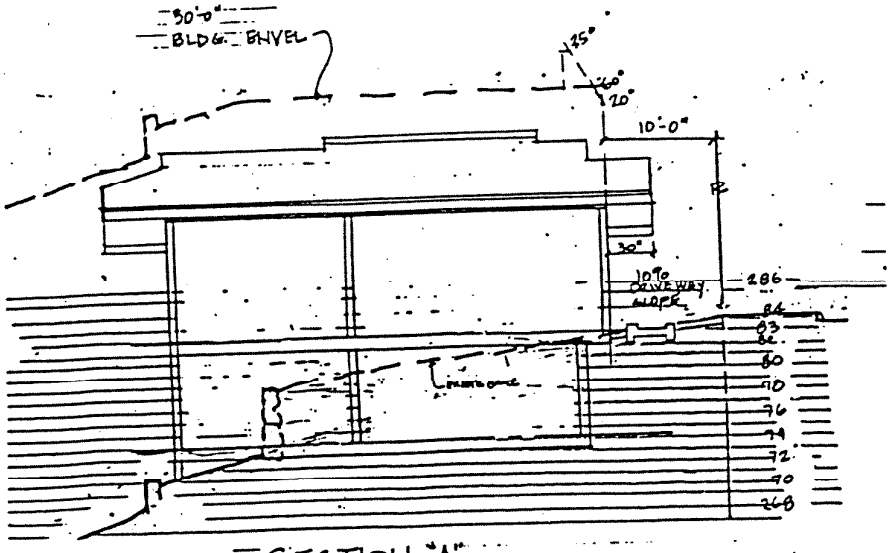

KEKUANONI STREET
KEKUANONI PL.
CHINI PL.
HAWEO
PAUOA DEVELOPMENT
Andrew T. Matsunaga
John Miguel
Harold A. Sasaki
Gilbert B.K. Chong & wf. Jeanette K.C.
Charles S. Matsuda & wf. Hideko
Thomas T. S. Pang & wf. Beatrice
Lucy A. Sette
James T. Fukae & wf. Isabelle S.
Jusuke Tomita & wf. Tome
Frank I. Minami
Hideo
Jusuke Tomita & wf. Tome
Emanuel Bisho & Thelma
Ralph T. Sakai
Tsuguo Imai & wf. Florence S.
Henry T. Suganuma
Frank I. Minami
Shinsuke
Chiyoko
Yamamoto
Hajime Sugiri & wf. Mildred M.
Tamashiro
Hajime Ekita & wf. Alice K.
George & Nagashi & wf. Beatrice Y.
Tsuguo Imai & wf. Florence S.
Harry S. Kakahiaka
Kaisuo Omoto & wf. Ayako
Sonoi
Tokuin Tamashiro
Hajime Sugiri & wf. Mildred M.
Drainage Easement
NOTE: Parc
Plot 53
Parc
Pa
Elai
Dori
011 F 10,318-SF $147,213LV
05 044-00 $50,148IV
2394-F 924-G DWELLING 10-T 1.08



SECTION "C"



SECTION "B"



SECTION "A"

SITE SECTIONS 1/8"=1'-0"

For Unit 2712

LAND COURT SYSTEM | REGULAR SYSTEM
Return by Mail ( ) Pickup ( ) To:

AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 4.40-21 OF THE LAND USE ORDINANCE (LUO)

THIS INDENTURE, made this 26th day of December, 1989, by Dr. Hajime Akita and Alice KUsuhara Akita, Owner of those certain parcels of land described in Exhibit "A-1", attached hereto and made a part hereof and Dr. Hajime Akita and Alice KUsuhara Akita, Owner of those certain parcels of land described in Exhibit "A-2", attached hereto and made a part hereof, being hereinafter collectively referred to as "Declarant(s)."

W I T N E S S E T H :

WHEREAS, Section 4.40-21 of the Land Use Ordinance (LUO) provides that if an owner or owners of adjacent lots believe that joint development of their property would result in more efficient use of their land, they may apply for a Conditional Use Permit to allow such development and to treat said lots as one (1) for zoning purposes; and

WHEREAS, LUO Section 4.40-21 requires an applicant for a Conditional Use Permit to submit to the City and County of Honolulu ("City") an agreement binding himself and his successors in title to maintain a proposed development so that conformity with applicable zoning regulations will be assured; and

WHEREAS, Declarant proposes to develop all those parcels of land described in Exhibit(s) A-1 and A-2, attached hereto, in accordance with the zoning regulations, in the belief that said proposed development would result in a more efficient use of said parcels; and

WHEREAS, Declarant desires to avail itself of the benefits of LUO Section 4.40-21, and hereby makes application for the issuance of a Conditional Use Permit pursuant thereto.

NOW, THEREFORE, Declarant(s) hereby covenants and makes the following Declarations:

1. This Agreement is made pursuant to and in compliance with the provisions of LUO Section 4.40-21, relating to joint development of two (2) or more adjacent lots, the terms of which Section shall be effective when the Director of Land Utilization of the City and County of Honolulu approves development of those parcels of land described in Exhibit(s) A-1 and A-2, and issues a Conditional Use Permit therefor.

2. Declarant agrees to develop in accord with all other provisions of the zoning regulations.

3. Declarant agrees to file copies of this Agreement and the attachments referred to herein each time the Declarant or it's successors, or permitted assigns or agents, files an application for a building permit for any structure within the real property which is the subject of this agreement.

4. Declarant agrees that all of said parcels of land described in Exhibit(s) A-1 and A-2 shall at all times remain an integral part of said development.

5. Failure to develop substantially in accordance with said Agreement and the zoning regulations shall constitute grounds for the City to revoke or suspend any building permits issued hereunder.

6. Failure to maintain the development in accordance with this Agreement shall constitute grounds for the City to revoke or suspend the Conditional Use Permit issued pursuant to this agreement.

7. This Agreement shall not terminate, extinguish, nor cancel without the express written approval of the Director of Land Utilization of the City and County of Honolulu, State of Hawaii.

8. The City and County of Honolulu, State of Hawaii, shall have the right to enforce this Agreement and the conditions contained herein by appropriate action at law or suit in equity against Declarant and any persons claiming an interest in such property.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Agreement shall run with the land and shall bind, inure to the benefit of, and constitute notice to the respective successors, grantees, assignees, mortgagees, lienors, and any other person who claims an interest in such property, of the parties hereto.

DECLARANT:

Hajime Akita

Declarant

Alice Kusuhara Akita

Declarant

EXHIBIT "A-1"

SCHEDULE C

-FIRST:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent 7376, Land Commission Award Number 5235, Apana 2 to S. Kaapuiki) situate, lying and being at Pauoa Valley, Honolulu, City and County of Honolulu, State of Hawaii, being a PORTION OF LOT 39, and thus bounded and described:

Beginning at a pipe at the southwest corner of this parcel of land, being also the northwest corner of Lot 40, the co-ordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 3732.67 feet north and 4242.13 feet east, and thence running by azimuths measured clockwise from true South:

1.	149°	15'		95.00	feet along Lot 41 to middle of Pauoa Stream;
2.	249°	36'		39.03	feet along middle of Pauoa Stream;
3.	181°	10'	30"	17.00	feet along middle of Pauoa Stream;
4.	251°	39'		66.89	feet along R. P. 5644, L. C. Aw. 1717 to Hawea, to a pipe;
5.	350°	44'		85.10	feet along the remainder of Lot 39;
6.	3°	56'		53.70	feet along Kekuanoni Street to a pipe;
7.	93°	56'		62.00	feet along Lot 40 to the point of beginning and containing an area of 10,318 square feet, more or less.

EXHIBIT "A-2"

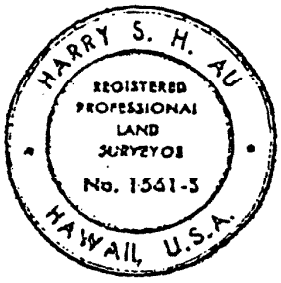
PARCEL 2

Land Situated on the West Side of Kekuanoni Street
At Pauoa Valley, Honolulu, Oahu, Hawaii

Being a Portion of Lot 39 of the Subdivision of
Royal Patent 7376, Land Commission Award 5235,
Apana 2 to S. Kaapuiki

Beginning at the Northeast corner of this parcel of land and on the West side of Kekuanoni Street, being also the Northeast corner of Lot 39, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 3,872.99 feet North and 4,313.94 feet East and running by azimuths measured clockwise from true South:

1.	3°	56'		91.22 feet	along the West side of Kekaunoni Street;
2.	170°	44'		85.10 feet	along remainder of Land Commission Award 5235, Apana 2 to S. Kaapuiki;
3.	250°	36'	30"	20.42 feet	along Land Commission Award 1717 to Hawea;
4.	251°	47'		0.73 feet	along Land Commission Award 1717 to Hawea to the point of beginning and containing an area of 886 square feet, more or less.



Description compiled by:

Harry S. H. Au
Registered Professional
Land Surveyor
Certificate NO. 1561

January 26, 1990
Honolulu, Hawaii

STATE OF HAWAII
CITY AND COUNTY OF HONOLULU } SS:

On this 26th day of December, 1989, before me personally appeared Hajime Akita and Alice Kusuhara Akita,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Carole T. Kamiya
Notary Public, First Judicial Circuit, State of Hawaii

My commission expires: 8-6-93

L.S.

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
BUREAU OF CONVEYANCES
P.O. BOX 2867
HONOLULU, HAWAII 96803

MAY 29 1990 19

The foregoing is a true copy of the record, recorded in the Bureau of Conveyances of the State of Hawaii, as Document Number 90-079419.

1990 MAY 29 PM 3:23

BUREAU OF CONVEYANCES REGISTRAR OF CONVEYANCES STATE OF HAWAII

Attest: Thel Hayakawa
FOR REGISTRAR OF CONVEYANCES
FOR THE
STATE OF HAWAII

CONV 104
(REV 1/90)