



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

CONDOMINIUM PUBLIC REPORT

55-497 KAMEHAMEHA HIGHWAY

LAIE, OAHU, HAWAII

Registration No. 2674 (Conversion)

Issued: August 31, 1992
 Expires: September 30, 1993

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of June 19, 1992, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

 PRELIMINARY: 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)

 X **FINAL:** The developer has legally created a condominium and has filed complete information with the Commission.

- No prior reports have been issued
- Supersedes all prior public reports
- Must be read together with _____

 SUPPLEMENTARY: 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:

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GENERAL INFORMATION ON CONDOMINIUMS

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

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

Types of Project:

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

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
55-497A	1	3/1	879	730
55-497B	1	3/2	1,222	N/A
55-497C	1	3/1	1,000	N/A
55-497D	1	4/2	1,696	N/A
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 4

**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 *Units A and B have concrete slab parking areas with 2 stalls apiece. Units C and D do not have specifically designated parking stalls, but it is anticipated that the owners will use a portion of their limited common element land area for parking.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: 55-497 KAM HIGHWAY PARTNERS Phone: 531-9818
Name (Business)
1040 Richards Street, Room 311
Business Address
Honolulu, Hawaii 96813

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

Christine Myung Suk Shin General Partner
Lorenzo E. Robles and Esther Y. M. Robles Irrevocable Trust dated January 13, 1989
Limited Partner

Real Estate Broker: Creative Industries, Inc. Phone: 531-9818
Name (Business)
1040 Richards Street, Room 311
Business Address
Honolulu, Hawaii 96813

Escrow: Long & Melone Escrow, Ltd. Phone: 531-3189
Name (Business)
810 Richards Street, Suite 644
Business Address
Honolulu, Hawaii 96813

General Contractor: N/A Phone: _____
Name (Business)
Business Address

Condominium Managing Agent: Self managed by the Association of Phone: 531-9818
Name (Business)
Apartment Owners
Business Address

Attorney for Developer: Nancy N. Grekin Phone: 524-4800
Name (Business)
Gerson, Grekin & Wynhoff
Business Address
Pacific Tower, Suite 780, 1001 Bishop Street
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 - Document No. 92-094511
Book _____ Page _____
 Filed - Land Court - Document No. 1921512

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. 1681
 Filed - Land Court Condo Map No. 914

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 - Document No. 92-094512
Book _____ Page _____
 Filed - Land Court - Document No. 1921513

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>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>N/A</u>

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

2. Developer:

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

For Subleaseholds:

- Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is
 Cancelled Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is cancelled or foreclosed.

B. Underlying Land:

Address: 55-497 Kamehameha Highway Tax Map Key: (1) 5-5-11:5
Laie, Oahu (TMK)

Address TMK is expected to change because _____

Land Area: 23,810 square feet acre(s) Zoning: R-5

Fee Owner: 55-497 Kam Highway Partners
Name
1040 Richards Street, Room 311
Address
Honolulu, Hawaii 96813

Sublessor: _____
Name

Address

C Buildings and Other Improvements:

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

2. Buildings: 4 Floors Per Building 1

Exhibit A contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other _____

4. Permitted Uses by Zoning:

	<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>		<u>No. of Apts.</u>	<u>Use Determined By Zoning</u>
<input type="checkbox"/> Commercial	_____	_____	<input type="checkbox"/> Industrial	_____	_____
<input checked="" type="checkbox"/> Residential	<u>4</u>	<u>yes</u>	<input type="checkbox"/> Agricultural	_____	_____
<input type="checkbox"/> Timeshare/Hotel	_____	_____	<input type="checkbox"/> Recreational	_____	_____
<input type="checkbox"/> Other: _____					

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

5. Special Use Restrictions:

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

Pets: _____

Number of Occupants: _____

Other: Residential use only. No time interval
ownership permitted. See also Exhibit B.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators 0 Stairways 0 Trash Chutes 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BF/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>55-497A</u>	<u>1</u>	<u>3/1</u>	<u>879</u>	<u>730</u>
<u>55-497B</u>	<u>1</u>	<u>3/2</u>	<u>1,222</u>	<u>N/A</u>
<u>55-497C</u>	<u>1</u>	<u>3/1</u>	<u>1,000</u>	<u>N/A</u>
<u>55-497D</u>	<u>1</u>	<u>4/2</u>	<u>1,696</u>	<u>N/A</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 4

**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:

The apartments include the entire structure constructed on the limited common element land area appurtenant to the apartment unit.

Permitted Alterations to Apartments:

An Apartment Owner may make additions, alterations or improvements solely within his or her apartment or within a limited common element appurtenant to his or her apartment at his or her sole cost and expense, provided that all such work shall be performed by a licensed contractor pursuant to a building permit if required by the City and County of Honolulu.

7. Parking Stalls:

Total Parking Stalls: 4

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)		4					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:

- There are no recreational or common facilities.
- Swimming pool
- Recreation Area
- Tennis Court
- Other: _____
- Storage Area
- Laundry Area
- Trash Chute

*Units A and B have concrete slab parking areas with 2 stalls apiece. Units C and D do not have specifically designated parking stalls, but it is anticipated that the owners will use a portion of their 12 limited common element land area for parking.

9. Present Condition of Improvements

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

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

The Developer, based on the report of Hideo Kobayashi, Registered Professional Architect A-1355, states that all structural components and mechanical and electrical installations material to the use of the Project appear to be sound and in satisfactory working condition. The structures are approximately thirty years old, and the Developer makes no statement regarding the expected useful life of the structural components, mechanical or electrical installations.

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

See page 13A attached hereto.

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>4</u>	<u> </u>	<u> </u>
Structures	<u>2</u>	<u>2</u>	<u> </u>
Lot	<u>1</u>	<u>1</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.

* See page 13A.

Lot 49B (upon which Units 55-497C and 55-497D are situated), is landlocked. When it was originally subdivided in 1946, it was a condition to subdivision that it be conveyed together with Lot 48B, an adjacent lot not submitted to the Condominium Property Regime and which is no longer under common ownership, over which Lot 49B was to have had access out to Roadway Lot B. This condition of subdivision was not met, and Lot 48B was never included in any sale with Lot 49B. As a result, there is no legal access to Lot 49B, and it cannot be considered a legally landlocked parcel of land. Because it is not legally landlocked, it does not qualify for nonconforming parking under Section 3.120-E of the Land Use Ordinance, and it is therefore not possible to rebuild two dwelling units (Units 55-497C and 55-497D) on Lot 49B without providing the minimum required parking spaces, and access thereto, prescribed by the Land Use Ordinance.

Upon submission to the Condominium Property Regime, the two dwellings situated on Lot 49B will have access over the common driveway on Lot 49C together with the other Units in the Condominium Project, however, this right of access will not satisfy any applicable requirements of the Land Use Ordinance of the City and County of Honolulu.

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 _____ describes the common elements.

As follows:

Common driveway, the land in fee simple, yards, grounds, landscaping, fences and refuse areas and facilities, all sidewalks, pathways, parking areas and parking stalls, all ducts, electrical equipment, transformers, wiring and other central and appurtenant installations for power, light, water, sewer, cable television and telephone, and all pipes, plumbing, wires, conduits or other utility or service lines which are utilized by or serve more than one apartment, including any lines which run through any apartment.

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

There are no limited common elements in this project.

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

described in Exhibit c

as follows:

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

Exhibit _____ describes the common interests for each apartment.

As follows:

Each apartment unit has a 25% common interest.

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 May 1, 1992 and issued by Long & Melone Escrow, 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.

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	Buyers interest may be terminated, but Buyer would be entitled to a refund of deposit.

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.

self-managed by the Association of Apartment Owners.

other _____

G. **Estimate of Initial Maintenance Fees:**

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

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

Exhibit 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:

- Not applicable
- Electricity Television Cable
- Gas Water
- 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:
None

2. Appliances:
None

J. Status of Construction and Estimated Completion Date:

This is a conversion. All structures are completed. The Apartments are approximately thirty years old

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:

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 Developer will use the Hawaii Association of Realtors' standard form of Deposit, Receipt, Offer and Acceptance, a copy of which is attached as Exhibit F

Escrow Agreement dated August 1, 1991

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

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Structures being converted to Condominium status are approximately 30 years old. Although renovations have been done, the Developer makes no warranties, express or implied, regarding the condition of the apartments, and the Deeds of the apartments will convey the apartments in an "as is" condition.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

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

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

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

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

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

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

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

B. Rights Under the Sales Contract:

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

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

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

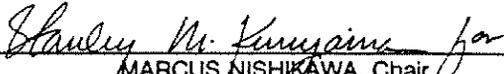
Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107)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

This Public Report is part of Registration No. 2674 filed with the Real Estate Commission on
June 19, 1992.

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.



MARCUS NISHIKAWA, Chair
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

EXHIBIT A

Apartment Description

<u>Apt.</u> <u>Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net</u> <u>Living Area (sf*)</u>	<u>Lanai/Patio</u>
55-497A	1	3/1	879	730
55-497B	1	3/2	1,222	N/A
55-497C	1	3/1	1,000	N/A
55-497D	1	4/2	1,696	N/A

END OF EXHIBIT A

EXHIBIT B

SPECIAL USE RESTRICTIONS

1. Subject to the rights reserved to the Developer in other parts of the Declaration or in the Bylaws, each of the apartments is intended for and shall be restricted to the following uses, which, together with the restrictions stated in the Bylaws and in the Rules and Regulations, are intended and shall be deemed to be cumulative.

a. An apartment shall be occupied and used only for residential purposes and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. An apartment may be rented but not in any manner by which the occupants of the apartment are provided customary hotel or like services, such as room service for food and beverage, maid service, laundry and linen service, or bellboy service. Every lease or rental agreement with respect to an apartment must be made and shall be subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations referred to in the Bylaws.

b. The apartments in the project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any timesharing purpose or under any timesharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership", or "time-interval ownership" arrangement. The term "timesharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise.

2. Subject to the rights reserved to the Developer in the Declaration or Bylaws, each Owner may use the common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners, provided, however, that the Board of Directors of the Association of Apartment Owners shall have the right:

a. To change the use of the common elements upon the approval of 75% of the Owners;

b. On behalf of the Association, to lease or otherwise use for the benefit of the Association those parts of the common elements which are not actually used by any of the Owners for the originally intended special purpose, as determined by the

Board, provided that, unless the approval of 75% of the Owners is obtained, any such lease or use agreement shall not have a term exceeding 5 years and shall contain a provision that the lease or use agreement may be terminated by any party thereto on not more than 60 days' written notice; and

c. To lease or otherwise use for the benefit of the Association those parts of the common elements not falling within subparagraph (b) above, upon obtaining the approval of 75% of the Owners, including all directly affected Owners and in the case of limited common elements, all Owners of the apartments to which such limited common elements are appurtenant, and the approval of all mortgagees of record on apartments with respect to which Owner approval is required, if such lease or use would be in derogation of the interest of such mortgagees.

d. To enact, amend and repeal, rules and regulations reasonably restricting and regulating the use of the common elements, provided that such rules shall be enacted, amended, or repealed in accordance with and shall be regulations consistent with the terms of the Declaration and the Bylaws, and shall not be in derogation of the rights reserved to the Developer in the Declaration or in the Bylaws.

END OF EXHIBIT B

EXHIBIT C

UNIT

LIMITED COMMON ELEMENTS

- | | |
|----------|--|
| 55-497 A | <ol style="list-style-type: none">1. That certain land area of approximately 5,135 square feet upon which unit 55-497 A is constructed, the boundaries of which are shown on the Condominium Map.2. The cesspool located under said land area and serving the apartment unit. |
| 55-497 B | <ol style="list-style-type: none">1. That certain land area of approximately 5,052_ square feet upon which unit 55-497 B is constructed, the boundaries of which are shown on the Condominium Map.2. The septic tank located under said land area and serving the apartment unit. |
| 55-497 C | <ol style="list-style-type: none">1. That certain land area of approximately 4,860 square feet upon which unit 55-497 C is constructed, the boundaries of which are shown on the Condominium Map.2. The cesspool located under said land area and serving the apartment unit. |
| 55-497 D | <ol style="list-style-type: none">1. That certain land area of approximately 6,600_ square feet upon which unit 55-497 D is constructed, the boundaries of which are shown on the Condominium Map.2. The aerobic unit and cesspool located under said land area and serving the apartment unit. |

END OF EXHIBIT C

EXHIBIT D

ENCUMBRANCES AGAINST TITLE

1. For real property taxes as may be due and owing, reference is made to the Director of Finance of the City and County of Honolulu.

2. AS TO PARCEL SECOND ONLY: Title to all mineral and metallic mines reserved to the State of Hawaii.

3. AS TO LOT B OF PARCEL FIRST ONLY: Grant of Easement made in favor of Hawaiian Electric Company, Inc. and GTE Hawaiian Telephone Company, Incorporated, dated May 17, 1949, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 115916, for pole and wire line purposes.

4. AS TO LOTS B AND 49-C OF PARCEL FIRST ONLY: Reservation unto Hawaiian Trust Company, Limited, Trustee under Trust Agreement dated July 17, 1930, as reserved in Deed dated July 1, 1945, filed in said Office as Land Court Document No. 79014, and also recorded in the Bureau of Conveyances of the State of Hawaii in Liber 1894, Page 331.

5. All fisheries and fishing rights belonging to Zions Securities Corporation pertinent to the Ahupuaa of Laie.

6. Covenants contained in Deed dated July 1, 1945, filed in said Office as Land Court Document No. 79014, and also recorded in said Bureau in Liber 1894, Page 331, to-wit:

"That no narcotics, malt, vinous, spirituous or intoxicating liquors of any kind shall ever be sold or exposed for sale or manufactured for sale or stored for any unlawful purpose on the granted premises or any part thereof."

7. Grant of Easement made in favor of Hawaiian Electric Company, Inc. and GTE Hawaiian Telephone Company Incorporated, dated May 17, 1949, filed in said Office as Land Court Document No. 689467, and also recorded in said Bureau in Liber 10027, Page 120, granting an easement for utility purposes, being 10-feet wide, along the Northeasterly boundaries of Parcel 2, Lot 49-C, and a portion of the Northeasterly boundary of Lot 49-B, as shown on Hawaiian Electric Company, Inc.'s Map No. 74-14.

8. Mortgage made in favor of Finance Factors, Limited, by Yamauchi Property Investments, Inc., a Hawaii corporation, dated August 17, 1989, filed in said Office as Land Court Document No. 1660743, and also recorded in said Bureau in Book 23554, Page 126.

9. Covenant set forth in Affidavit made by Clifford P. S. Shin, President of Creative Industries, Inc. dated June 25, 1991, recorded in said Bureau as Document No. 91-085288, to-wit:

(1) that the layout or use of the building will not be converted at a future date to some other layout or use which is illegal; and

(2) that this covenant and agreement shall be binding upon ourselves, or any tenant or lessee or any subsequent owners of the building for as long as the building is in use or unless otherwise released by authority of the Director and Building Superintendent, City and County of Honolulu.

10. Mortgage dated August 28, 1991, made by CREATIVE INDUSTRIES, INC., a Hawaii corporation, in favor of FINANCE FACTORS, LIMITED, filed as Land Court Document No. 1847684 and recorded in said Bureau as Document No. 91-118970, as amended by instrument dated April 24, 1992, recorded as Land Court Document No. 1909172, and also recorded in said Bureau as Document No. 92-068668.

11. Declaration of Condominium Property Regime of 55-497 Kamehameha Highway, dated May 15, 1992, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as Document Number 1921512 and recorded in the Bureau of Conveyances of the State of Hawaii as Document Number 92-094511; By-Laws of 55-497 Kamehameha Highway, dated May 15, 1992, filed in said Office as Document Number 1921513, and recorded in said Bureau as Document Number 92-094512; and Condominium Map filed in said Office as Condominium Map Number 914 and recorded in said Bureau as Condominium Map Number 1681.

TAX MAP KEY: 5-5-011-005(1)

END OF EXHIBIT D

EXHIBIT E

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>		
55-497A	110.25	x 12	= \$1,323.00
55-497B	112.50	x 12	= \$1,350.00
55-497C	112.25	x 12	= \$1,347.00
55-497D	127.50	x 12	= \$1,530.00

The difference in apartment maintenance fees is due to the difference in flood insurance costs for each apartment. Flood insurance costs are based on each apartment's size.

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

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning

Electricity

[] common elements only

[] common elements
and apartments

Gas

Refuse Collection

Telephone

Water

\$ 40.00 x 12 = \$ 480.00

Maintenance, Repairs and Supplies

Building

Grounds

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance

Property and Liability

\$ 40.00 x 12 = \$ 480.00

Flood

Flood Insurance *

55-497A \$ 30.25 x 12 = \$ 363.00

Reserves

55-497B \$ 32.50 x 12 = \$ 390.00

55-497C \$ 32.25 x 12 = \$ 387.00

Taxes and Government Assessments

55-497D \$ 47.50 x 12 = \$ 570.00

Audit Fees

Other

*The difference in apartment maintenance fees is due to the difference in flood insurance costs for each apartment. Flood insurance costs are based on each apartment's size.

	55-497A	\$110.25 x 12	= \$1,323.00
TOTAL	55-497B	\$112.50 x 12	= \$1,350.00
	55-497C	\$112.25 x 12	= \$1,347.00
	55-497D	\$127.50 x 12	= \$1,530.00

I/We, 55-497 Kam Highway Partners, as
Developer for the condominium project, hereby certify that the above estimates of initial
maintenance fee assessments and maintenance fee disbursements were prepared in accordance
with generally accepted accounting principles.

Cecilia Chanoch Kong
Attorney in fact
Date: May 15, 1992

EXHIBIT F

SUMMARY OF PERTINENT PROVISIONS OF THE SALES CONTRACT

The sales contract contains the purchase 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:

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how Buyer will pay the purchase price.

2. Identifies the escrow agent and states that Buyer's deposit will be held in escrow until the sales contract is closed or cancelled.

3. Requires that Buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

4. Provides the following remedies, in the event of default under the sales contract:

by Buyer:

- a. Seller may bring an action against Buyer for breach of contract;
- b. Seller may retain Buyer's initial deposit;
- c. Buyer shall be responsible for expenses incurred.

by Seller:

- a. Buyer may bring an action against Seller for breach of contract;
- b. Buyer may bring an action compelling Seller to perform under contract;
- c. Seller shall be responsible for expenses incurred.

Any awards to the prevailing party in any action are subordinate to escrow's expenses.

5. Allocation of payment of closing costs.

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

END OF EXHIBIT F

This form was prepared by the HAWAII ASSOCIATION OF REALTORS for use by its members.

HAWAII ASSOCIATION OF REALTORS' DEPOSIT RECEIPT, OFFER AND ACCEPTANCE (Standard Terms on the reverse side of this form.)

STANDARD FORMS ACCEPTANCE 5/87 ("DROA") of the DROA)



REALTOR and REALTOR-ASSOCIATE are professionals who are members of the NATIONAL ASSOCIATION OF REALTORS and subscribe to its Code of Ethics. If this transaction involves a sale of property at a price less than \$25,000, Hawaii Language Statute may apply and this form may not comply with that statute.

Reviewed by: (Principal Broker, Broker in Charge, Authorized Signatory)

Reference Date:

DEPOSIT RECEIPT

Received from _____ herein called Buyer the sum of \$ _____ in the form of _____ as an initial deposit on account of this offer. Receipt is acknowledged by (REALTOR) (REALTOR-Associate) _____ REALTOR'S firm and address _____ PHONES (Home) _____ (Bus.) _____

OFFER

- 1 PURCHASE PRICE:
2. PROPERTY DESCRIPTION: Tax Map Key Division /Zone /Sec /Plat /Parcel /HPR
(a) Realty: All of that (leasehold) (fee simple) property situated at _____ Hawaii, described as follows:
(b) Seller's Real Property Disclosure Statement dated _____ (has) (has not) been reviewed and accepted by Buyer.
(c) Sale Includes: All built-in furniture, attached fixtures, built-in appliances, water heater, electrical and/or gas and plumbing fixtures, attached carpeting, existing drapes, and the following items if checked: Chandelier (); Range (); Refrigerator (); Disposal (); Dishwasher (); Compactor (); Washer (); Dryer (); Air Conditioner (); TV Antenna (); TV Cable (); and
(furnishings and pool equipment per attached inventory, if any). Specifically excluded:
(d) Title: Seller agrees to convey the property with warranties vesting marketable title in Buyer, free and clear of all liens and encumbrances except
and any other covenants, easements, reservations or restrictions now of record which do not materially affect the value of the property.
(e) Assessments: _____ shall be (paid by Seller at closing) (assumed by Buyer).
3. FINANCING: Buyer agrees to pay said purchase price as follows:
ADDITIONAL DEPOSIT: \$ _____ in cash to be made on or before _____
\$ _____ in cash at closing including all deposits herein.
\$ _____ by way of
\$ _____ Total Purchase Price (see paragraph #1 above)
4. CLOSING: Closing will be on or before _____, 19_____. Escrowed by _____
5. OCCUPANCY: Seller agrees to give Buyer occupancy at closing or on _____, 19_____.
6. PRORATIONS: Property taxes, lease rents, interest on assumed obligations, mortgage insurance premiums, other insurance premiums, maintenance fees, tenants' rents, if applicable, and _____ shall be prorated as of the date of closing or _____, 19_____. Tenants' security deposit, if any, shall be charged to Seller and credited to Buyer at closing.
7. TENANCY: Title shall vest in Buyer(s) as follows: _____ (print full legal name(s) and marital status in initials)
8. SPECIAL TERMS: (Please number) _____ Tenancy: _____
9. AGENCY DISCLOSURE: By placing their initials here, Buyer: () and Seller: () acknowledge that _____ and all its salespeople represent the _____ and that oral or written disclosure was provided before the signing of this offer.
10. AGREEMENT TO BUY: Buyer agrees to buy the property on the terms and conditions contained herein including The Standard Terms On The Reverse Side, acknowledges receipt of a copy hereof, and agrees that this offer shall be binding if accepted by Seller before _____ AM/PM, _____, 19_____. Offer Date _____, 19_____. AM/PM.
Buyer's address: _____ Buyer _____ signature
SS # _____
Phones: (Home) _____ (Bus.) _____ Buyer _____ signature
SS # _____

ACCEPTANCE

- 11. AGREEMENT TO SELL: Seller agrees to sell the property at the price and terms offered above, including The Standard Terms On The Reverse Side, and acknowledges that he has been given a copy of this offer.
12. SELLER'S AGREEMENT TO PAY COMMISSION: I agree to pay to _____ a commission for the above sale of _____ in U.S. dollars. I hereby instruct escrow to pay your commission directly to you at closing. I agree that I cannot change these instructions without your written consent. Unless otherwise agreed upon, I give you permission to share this commission as you see fit with the real estate company named here in the DEPOSIT RECEIPT section of this agreement. In the event of Buyer's default, if I retain the deposit(s), I agree to pay you one half of the amount I retain, but you shall not be paid more than what would have been your full commission.
Date _____, 19_____. AM/PM.
Seller's Name _____ Signature _____
Seller's Tax Identification # to be reported to IRS _____
Seller's Name _____ Signature _____
Seller's Tax Identification # to be reported to IRS _____ Owner occupant () Other ()
Seller's Address _____ Phones: (Home) _____ (Bus.) _____
Seller's Address _____

ACKNOWLEDGEMENT OF ACCEPTANCE: The undersigned acknowledges that he has been given a copy of the acceptance of this offer

Date _____ 14 _____ 433/011 Signature _____

EXHIBIT G

SUMMARY OF PROVISIONS OF ESCROW AGREEMENT

1. The Escrow Agreement dated August 1, 1991, identified Long & Melone Escrow, Ltd. as the escrow agent and was originally executed by Creative Industries, Inc. as developer. Creative Industries, Inc. conveyed its interest to 55-497 Kam Highway Partners and, the Escrow Agreement was assigned to and assumed by 55-497 Kam Highway Partners by an Assignment of Condominium Escrow Agreement dated May 13, 1992.

2. All payments and deposits made under the Escrow Agreement are to be made to, and held by the escrow agent.

3. No disbursements made by a Purchaser are to be made by the escrow agent unless the Real Estate Commission of the State of Hawaii has issued a Final Public Report for the Project, a copy of the Final Public Report has been provided to the Purchaser, and the Purchaser has acknowledged receipt of the Final Public Report or been deemed to have acknowledged receipt of the Final Public Report.

4. Purchasers shall be entitled to a refund of their deposits in escrow if the Purchaser so requests in writing, and if

a. The Developer has requested the escrow agent to return the deposit, or

b. Developer has exercised a right to cancel in the sales contract; or

c. With respect to a purchaser whose funds were obtained prior to the issuance of the Final Public Report, the purchaser has exercised his right to cancel the contract pursuant to §514A-62, Hawaii Revised Statutes, as amended; or

d. A purchaser has exercised his right to rescind the contract pursuant to §514A-63, Hawaii Revised Statutes, as amended; or

e. If

(i) no sales contract is offered to a purchaser who was placed on the Developer's reservation list of owner-occupant applicants; or,

(ii) the purchaser has been unable to obtain adequate financing, or a commitment for adequate financing, for his unit within thirty (30) calendar days following the end of the ten (10) calendar-day period during which the Developer is limited to selling to owner-occupants; or,

(iii) the purchaser desires to cancel the contract

on account of hardship circumstances such as those set forth in §514A-104(1), Hawaii Revised Statutes; or,
(iv) the purchaser indicates an intent not to become an owner-occupant of such unit.

Except for cancellation under subparagraph (e)(i) above, the escrow agent may deduct from any refund made to a Purchaser a cancellation fee of not less than \$26.00 and not more than the escrow fee set forth in the Escrow Agreement, together with the cost of any credit reports, long-distance phone charges and other similar incidental expenses reasonably incurred on behalf of purchaser, the exact amount to be commensurate with the amount of work completed at the time of cancellation. Except for the cancellation fee, the amount of any such charges to be so deducted shall be given to Escrow by Seller in writing within a reasonable time after the same have been incurred.

END OF EXHIBIT G

EXHIBIT H

STATEMENT OF 55-497 KAM HIGHWAY PARTNERS

Based upon a report of Hideo Kobayashi, Registered Architect, 55-497 Kam Highway Partners, the Developer of the 55-497 Kamehameha Highway Condominium Project, states that the all structural components and mechanical and electrical installations material to the use and enjoyment of said Project appear to be sound and in satisfactory working condition. This statement is made pursuant to Section 514A-40(b)(2), Hawaii Revised Statutes.

The Apartment units in the Project are approximately thirty (30) years old, and 55-497 Kam Highway Partners makes no statement regarding the expected useful life of the structural components or mechanical or electrical installations. This statement is made pursuant to Section 514A-40(b)(3), Hawaii Revised Statutes.

55-497 Kam Highway Partners

By Christi M S R
Its General Partner

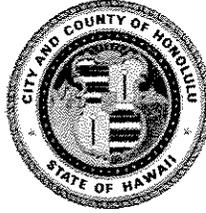
END OF EXHIBIT H

BUILDING DEPARTMENT
CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813

FRANK F. FASI
MAYOR

RECEIVED AUG 15 1991



HERBERT K. MURAOKA
DIRECTOR AND BUILDING SUPERINTENDENT

Ex91-103

August 15, 1991

Ms. Nancy N. Grekin
Gerson, Grekin & Wynhoff
Attorneys At Law
1001 Bishop Street
Pacific Tower, Suite 780
Honolulu, Hawaii 96813

Dear Ms. Grekin:

Subject: Condominium Conversion Project
55-497 Kamehameha Highway
Tax Map Key: 5-5-011: 005

This is in reply to your letters dated July 1 and 10, 1991 requesting confirmation that the two single-family detached dwellings and the two-family detached dwelling located at 55-497 Kamehameha Highway met all code requirements at the time of construction.

Inspection revealed two one-story one-family detached dwellings, a one-story two-family detached dwelling, and eight off-street parking spaces on this lot.

Investigation of our records revealed the following:

1. This parcel is divided into two separate lots (lots Nos. 49B and 49C).
2. No building permits were issued for the two dwellings on Lot 49C.
3. The plot plan for building permit No. 304156 shows four one-family detached dwellings. Our inspection showed a two-family detached dwelling on Lot 49B and two one-family detached dwellings on Lot 49C.

Ms. Nancy N. Grekin
August 15, 1991
Page 2

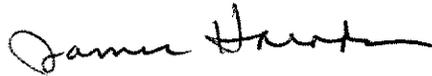
4. Notice of Violation No. BV91-08-4 was issued for the addition connecting the two dwellings on Lot 49B.
5. Lot 49B is considered a land-locked property. Parking is not required. However, a conditional use permit is required from the Department of Land Utilization for joint use of the driveway.

For your information, the Building Department cannot determine whether the above lots contain any legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

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. Ivan Matsumoto at 527-6341.

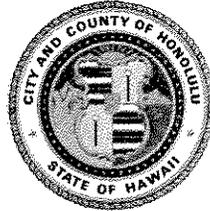
Very truly yours,



for HERBERT K. MURAOKA
Director and Building
Superintendent

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

1991(228)LC

March 11, 1992

Ms. Nancy N. Grekin
Gerson, Grekin & Wynhoff
Attorneys At Law
1001 Bishop Street
Pacific Tower, Suite 780
Honolulu, Hawaii 96813

Dear Ms. Grekin:

Subject: Tax Map Key: 5-5-11:05 (Lots 49B and C)
55-497 Kamehameha Highway

This is in response to your inquiry as to whether it would be possible to rebuild two dwelling units on Lot 49B of the tax map key identified above, without providing the minimum parking spaces required. Lot 49B presently contains 12,000 square feet of land and is zoned R-5 Residential District.

Based on the facts gathered below, we have determined that it is **not** possible to rebuild two dwelling units on Lot 49B without providing the minimum required parking spaces prescribed by the Land Use Ordinance.

We understand the situation to be as follows:

1. Access to Lot 49B, according to Map 13 of Land Court Application 772, filed September 12, 1946, states that "Lot 49B is to be conveyed to the owner of Lot 48B, thereby giving said Lot 49B access out to Roadway (Lot B), over Lot 48B. A subdivision map (DLU File No. 1945(276)), approved August 14, 1947, also indicates that Lot 49B would be conveyed to Lot 48B as a single lot of 24,000 square feet with access to Roadway Lot B.

Ms. Nancy N. Grekin
March 11, 1992
Page 2

2. According to a letter dated November 18, 1991, from Walter P. Thompson, consulting engineer for subdivision application 1991(228), "Lot 48B was never included in any sale with Lot 49B, therefore, it is impossible to reach lot B." (Lots 48B and 49B are now under different ownerships).
3. Lot 49B, has through the ensuing years, informally used as access, a driveway over and across Lot 49C, which is currently under the same ownership.
4. Based on this information, there is no legal access to Lot 49B; however, it cannot be considered a landlocked parcel of land.

In summary, we understand that Lot 48B and 49B are two separate lots, under two separate ownerships. Lot 49B currently does not have any access over Lot 48B; but informally now uses an existing driveway over an across Lot 49C as access.

Lot 49B does not qualify for nonconforming parking under Section 3.120-E of the Land Use Ordinance, since under the original terms of the 1946 subdivision Lot 49B was to be conveyed to Lot 48B to provide access to a roadway. Therefore, your alternative is to complete subdivision application 1991(229), which consolidates and formally designates an access easement for Lot 49B. The designation of the easement is currently deferred pending the resolution of three items. If these items can be resolved, we think that this is the solution to your objective to create a Condominium Property Regime on parcel 5.

Joint Development of the two lots as an alternative suggested by the Building Department would not be an advisable long term solution, since it would create one zoning lot of 23,810 square feet, containing four dwelling units without a site development plan, existing use permit, cluster development or variance. Thus, two of the four dwelling units would be nonconforming and if four units were destroyed, only two units can be rebuilt.

Please feel free to contact my deputy, Mrs. Loretta Chee, at 523-4433 if you have any further questions.

Very truly yours,



DONALD A. CLEGG
Director of Land Utilization

DAC:ea
cc: Building (Ivan Matsumoto)