



**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**

APIKI HALE  
 45-480 Apiki Street  
 Kaneohe, Hawaii

Registration No. 2701 (Conversion)

Issued: November 5, 1992  
 Expires: December 5, 1993

**Report Purpose:**

This report is based on information and documents submitted by the developer to the Real Estate Commission as of September 29, 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:**  
(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.
- FINAL:**  
(white) 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:**  
(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       Not Required - disclosures covered in this report.

Summary of Changes from Ear. 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:

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*****
*                                     *
*          SPECIAL ATTENTION          *
*                                     *
* This is CONDOMINIUM PROJECT, not a subdivision. The *
* land area beneath and immediately appurtenant to each *
* unit is designated a LIMITED COMMON ELEMENT and does *
* not represent a legally subdivided lot. The dotted *
* lines in the Condominium Map bounding the designated *
* number of square feet in each limited common element *
* land area are for illustration purposes only and should *
* not be construed to be formal subdivision lines. *
* *
* This public report does not constitute approval of the *
* Project by the Real Estate Commission, or any other *
* government agency, nor does it ensure that all applicable *
* County codes, ordinances, and subdivision requirements *
* have necessarily been complied with. *
* *
* THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY *
* REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS *
* PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO 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.

## 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 - SEE EXHIBIT "A"

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>House</u>	<u>3</u>	<u>3/1½</u>	<u>970</u>	<u>100</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 3

*\*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>6</u>
Guest Stalls	<u>0</u>
Unassigned Stalls	<u>0</u>
Extra Stalls Available for Purchase	<u>0</u>
Other: _____	<u>0</u>
<b>Total Parking Stalls</b>	<b><u>6</u></b>

**7. Recreational amenities: NONE**

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: William O. Farrior III dba Country Homes Phone: 842-4802  
Name (Business)  
1415 Dillingham Blvd., # 204  
Business Address  
HONOLULU, HAWAII 96817

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

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Broker: WILLIAM O. FARRIOR III, dba  
COUNTRY HOMES (B) Phone: 842-4802  
Name (Business)  
1415 DILLINGHAM BLVD., # 204  
Business Address  
HONOLULU, HAWAII 96817

Escrow: FIDELITY ESCROW SERVICES CORP. Phone: 537-6799  
Name (Business)  
AMFAC TOWER, 700 BISHOP ST., # 1015  
Business Address  
HONOLULU, HAWAII 96813

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

Condominium Managing Agent: Self-managed Association of Phone: N/A  
Name (Business)  
Apartment Owners  
Business Address  
\_\_\_\_\_

Attorney for Developer: RICHARD HACKER & KARLA HAERTEL Phone: 528-2882  
Name (Business)  
1188 BISHOP STREET, SUITE 3311  
Business Address  
HONOLULU, HAWAII 96813

**II. CREATION OF THE CONDOMINIUM;  
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. Declaration of Condominium Property Regime contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

- Proposed  
 Recorded - Bureau of Conveyances - Document No. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document No. 1819245

Amendment date(s) and recording/filing information:

Amended June 15, 1992, Land Court Doc. No. 1921468  
Amended September 28, 1992, Land Court Doc. No. 1956587

- 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. \_\_\_\_\_  
 Filed - Land Court Condo Map No. 848

Amendment date(s) and recording/filing information: Filed with Map 848 on June 15, 1992:

- 1) Structural Engineer's "Statement of Present Conditions and Certification of Existing Structures" dated May 1, 1992;
- 2) Surveyor's Map dated Dec. 24, 1991 showing Consolidation & Resub-division per Land Court Order 104736, approved March 7, 1991.

Amended Instrument dated September 16, 1992, filed as Land Court Doc. No. 1956587.

- 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. \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document No. 1819246

Amendment date(s) and recording/filing information:

Amended June 15, 1992, Land Court Doc. No. 1921469.

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: 45-480 APIKI STREET Tax Map Key: 4-5-91-26  
KANEOHE, HAWAII 96744 (TMK)

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

Land Area: 18,177  square feet [ ] acre(s) Zoning: R5

Fee Owner: WILLIAM OWEN FARRIOR, RUTH CAMBRIDGE FARRIOR, ROBERT EDWARD  
Name WILLIS

1974 HALEKOA DRIVE  
Address

HONOLULU, HAWAII 96821

Sublessor: N/A  
Name

Address

**C Buildings and Other Improvements:**

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

2. Buildings: 3 Floors Per Building ONE

[ ] Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

[ ] Concrete [ ] Hollow Tile [x] 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>3</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: no pets allowed

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

Other: \_\_\_\_\_

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>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>HOUSE</u>	<u>3</u>	<u>3/1 1/2</u>	<u>970</u>	<u>100</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 3

*\*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: SEE EXHIBIT "A"

Permitted Alterations to Apartments: No alterations of the project shall be undertaken without the consent of one hundred per cent (100%) of the unit owners. Any approved alterations shall be bonded in a penal sum equal to the cost of such construction and name the Association of Home Owners, mortgagees of record and all unit owners collectively, as obligees.

7. Parking Stalls:

Total Parking Stalls: 6

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for individual units)	<u>3</u>	<u>      </u>	<u>      </u>	<u>3</u>	<u>      </u>	<u>      </u>	<u>6</u>
Guest	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Unassigned	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Extra Available for Purchase	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Other:	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Total	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Covered & Open	<u>3</u>	<u>      </u>	<u>3</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

Each apartment will have the exclusive use of at least 2 parking stall(s).  
Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: COMMON DRIVEWAY

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

SEE EXHIBIT "E"

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

THE PROJECT IS A CONVERSION OF FULLY CONSTRUCTED AND EXISTING BUILDINGS TO CONDOMINIUM STATUS. SAID BUILDINGS ARE IN COMPLIANCE WITH ALL ORDINANCES, CODES, RULES AND REGULATIONS, OR OTHER REQUIREMENTS IN FORCE AT THE TIME OF THEIR CONSTRUCTION. NO VARIANCE HAS BEEN GRANTED FROM ANY ORDINANCE, CODE, RULE, REGULATION, OR OTHER REQUIREMENT IN FORCE AT THE TIME OF THEIR CONSTRUCTION OR FROM ANY OTHER ORDINANCE, CODE, RULE, REGULATION, OR OTHER REQUIREMENT.

10. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

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

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

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	<u>                    </u>	<u>                    </u>
Structures	<u>                    </u>	<u>X (See Ex. "E")</u>	<u>                    </u>
Lot	<u>X</u>	<u>                    </u>	<u>                    </u>

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

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

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

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

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

Exhibit \_\_\_\_\_ describes the common elements.

As follows: (A) The land of the Project in fee simple;  
(B) Any fence which may divide the yards of the units;  
(C) The driveway, sidewalks and grounds from the unit line as shown on the Condominium Map to the public street;  
(D) All other apparatus and installations existing for common use; and  
(E) All other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

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 \_\_\_\_\_

as follows: The immediate land and yard upon and around which each apartment is located. Said land/yard areas are shown and delineated on the condominium map.

NOTE: Land areas referenced herein are NOT legally subdivided lots.

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 AND ITS OWNER(S) SHALL HAVE APPURTENANT THERETO A ONE-THIRD (1/3) FRACTIONAL INTEREST (33.33 PERCENTAGE INTEREST) IN THE COMMON ELEMENTS OF THE PROJECT, FOR ALL PURPOSES INCLUDING VOTING, SAID INTEREST BEING REFERRED TO AS THE "COMMON INTEREST".

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

Exhibit  B  describes the encumbrances against the title contained in the title report dated  June 10, 1992  and issued by FOUNDERS TITLE & ESCROW 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.

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	Buyer may lose all rights to purchase the apartment.  If such should occur, 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.

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  D  contains a schedule of maintenance fees and maintenance fee disbursements.

SEE DISCLOSURE ABSTRACT FOR SCHEDULE OF ESTIMATED MAINTENANCE FEES.

**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 & 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:

N/A

2. Appliances:

N/A

J. Status of Construction and Estimated Completion Date:

N/A. Project is a conversion of existing units, constructed in 1964.

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development:

NONE .

L. Sales Documents Filed With the Real Estate Commission:

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

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated       APRIL 10, 1992      

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

Other \_\_\_\_\_

#### IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

None.

**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 SALES CONTRACT (DROA)

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. 2701 filed with the Real Estate Commission on August 10, 1992.

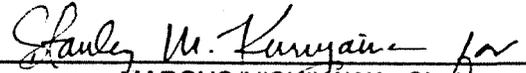
Reproduction of Report. When reproduced, this report must be on:

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 & County of Honolulu  
Planning Department, City & County of Honolulu  
Federal Housing Administration

### APARTMENT DESCRIPTION

The Declaration of Condominium Property Regime and Bylaws submitted by the Developer indicate that 45-480 Apiki Street is a fee simple condominium conversion project consisting of a total of three apartments. Each apartment is comprised of a separate one-story structure. The apartments are described as follows:

a) Apartment "45-480A Apiki Street" consists of a separate one-story wood frame structure, on concrete slab, containing 3 bedroom, one and one-half bath, living room, dining room, kitchen and enclosed laundry. All containing a net interior area of approximately 970 square feet. Said apartment will share a detached carport of approximately 437 square feet.

b) Apartment "45-480B Apiki Street" consists of a separate one-story wood frame structure, on concrete slab, containing 3 bedroom, one and one-half bath, living room, dining room, kitchen and enclosed laundry. All containing a net interior area of approximately 970 square feet. Said apartment will share a detached carport of approximately 437 square feet.

c) Apartment "45-480C Apiki Street" consists of a separate one-story wood frame structure, on concrete slab, containing 3 bedroom, one and one-half bath, living room, dining room, kitchen and enclosed laundry. All containing a net interior area of approximately 970 square feet. Said apartment will share a detached carport of approximately 437 square feet.

## ENCUMBRANCES AGAINST TITLE

An encumbrance is a claim or a liability on the property. The following list describes the encumbrances against the title contained in the Preliminary Title Report dated June 10, 1992, issued by Founders Title & Escrow of Hawaii:

1. REAL PROPERTY TAXES  
  
TAX MAP KEY (1) 4-5-91-26  
  
Refer to the Director of Finance, City and County of Honolulu, for further information.
2. Title to all minerals and metallic mines reserved to the State of Hawaii.
3. EASEMENT 4  
For: Water purposes  
As shown on Map 50  
As set forth by Land Court Order No. 22058, filed December 12, 1963.
4. EASEMENT 5  
For: Storm drain purposes  
As shown on Map 50  
As set forth by Land Court Order No. 22058, filed December 12, 1963.
5. A 30 foot setback line along Kahaluu Road as shown on Map 50 filed with Land Court Application No. 743.
6. GRANT OF EASEMENT  
Dated: November 14, 1963  
Document No.: 321393  
In favor of: HAWAIIAN ELECTRIC COMPANY, INC.  
and HAWAIIAN TELEPHONE COMPANY.  
Granting: Easement for utility purposes.
7. GRANT OF EASEMENT  
Dated: December 14, 1963  
Document No.: 326652  
In favor of: CITY AND COUNTY OF HONOLULU  
Granting: Easement across Easement 4.
8. DECLARATION OF COVENANTS  
Dated: September 23, 1981  
Document No.: 1086212

Exhibit "B"

9. MORTGAGE  
Dated: August 29, 1990  
Filed: August 31, 1990  
Document No.: 1760171  
Mortgagor: ROBERT EDWARD WILLIS, unmarried,  
WILLIAM OWEN FARRIOR, husband of  
Ruth Cambridge Farrior, and  
WILLIAM OWEN FARRIOR, III,  
husband of Wendelyn Pua Farrior.  
Mortgagee: RAINBOW FINANCIAL CORPORATION, a  
Hawaii corporation.  
To secure an indebtedness of \$329,000.00  
and any other amounts payable under the terms thereof.
10. Covenants, conditions, restrictions, reservations,  
agreements, obligations, provisions, easements and  
by-laws set forth in the Declaration of Condominium  
Property Regime of Apiki Hale dated April 29, 1990,  
filed in the Office of the Assistant Registrar of  
the Land Court, State of Hawaii as Document no.  
1819245.
11. Condominium Map no. 848 filed in the Office of the  
Assistant Registrar of the Land Court, State of Hawaii.
12. By-Laws of the Association of Home Owners of "Apiki  
Hale" and filed as Document no. 1819246.
13. MORTGAGE  
Dated: June 10, 1991  
Filed: June 13, 1991  
Document no.: 1827014  
Mortgagor: ROBERT EDWARD WILLIS, unmarried,  
and WILLIAM OWEN FARRIOR,  
husband of Ruth Cambridge  
Farrior, and RUTH CAMBRIDGE  
FARRIOR, wife of William Owen  
Farrior.  
Mortgagee: RAINBOW FINANCIAL CORPORATION, a  
Hawaii corporation.  
To secure an indebtedness of 20,000.00 and any other  
amounts payable under the terms thereof.

## SUMMARY OF SALES DOCUMENTS

**SALES CONTRACT:** Developers are using the standard Hawaii Board of Realtors' Deposit Receipt, Offer and Acceptance (DROA) form as the intended sales contract for the project. (Attached.)

**ESCROW AGREEMENT:** The Escrow Agreement, dated April 10, 1992, identifies Fidelity Escrow Services Corporation as Escrow for the Project. The Escrow Agreement establishes how proceeds from the sale of apartments and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds. The Escrow Agreement provides that a Purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to said Purchaser, without interest and less cancellation fee and costs, if Purchaser shall in writing request refund of his funds and Escrow receives a written request from Developer to return to Purchaser the funds of such Purchaser. Said cancellation fee shall be in the minimum amount of \$25.00, but in no event shall exceed \$125.00, the exact amount to be commensurate with the amount of work completed at the time of cancellation.

Upon examination, the Developer represents that both the DROA and Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is incumbent upon the purchaser and prospective purchaser that he reads with care the DROA and Escrow Agreement.



Reviewed by \_\_\_\_\_  
(Principal Broker, Broker in Charge, Authorized Signature)

Reference Date: \_\_\_\_\_

DEPOSIT RECEIPT

Received from \_\_\_\_\_ herein called Buyer the sum of \$ \_\_\_\_\_  
in the form of a check as an initial deposit on account of this offer. Receipt is acknowledged by (REALTOR) ~~XXXXXXXXXXXX~~  
William O. Farrior III REALTOR'S firm and address dba Country Homes (B), 1415 Dill-  
ingham Blvd. #204, Hono., HI PHONES (Bus.) 842-4802 (Home) \_\_\_\_\_ (FAX) 847-5865

OFFER

1 PURCHASE PRICE: \* Final price to be provided by Developer  
2 PROPERTY DESCRIPTION: Tax Map Key Division 1st /Zone 4 /Sec 5 /Plat 91 /Parcel 26 /CPR \_\_\_\_\_  
(a) Realty: All of that ~~XXXXXX~~ (fee simple) property situated at 45-480 Apiki Street  
Kaneohe Hawaii, described as follows: exact description to be provided  
by Developer.  
(b) Seller's Real Property Disclosure Statement dated see below (has) (has not) been received by Buyer.  
If not, address in paragraph 8. Special Terms. (b-1) Residential Leasehold Property Addendum (is) (is not) made a part of this DROA.  
(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 Outlet ( ) ; Ceiling Fan ( ) ; Furnishings per attached inventory ( ) ; Pool Equipment ( ) ; and \_\_\_\_\_  
To be provided by developer.  
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 \_\_\_\_\_  
As of record  
and any other covenants, easements, reservations or restrictions now of record which do not materially affect the value of the property.  
(e) Assessments: If any. 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 Fidelity Escrow - Steve Marn  
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 on \_\_\_\_\_, 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: To Be Provided.  
(print full legal names) and marital status (no initials)  
\_\_\_\_\_ Tenancy: To Be Provided.  
8. SPECIAL TERMS: (Please number) 1) Declaration of Condominium Property Regime and By-Laws  
of Apiki Hale to be made part of this DROA. 2) Standard DROA Addendum and  
Sellers Real Property Disclosure Statement to be made part of this DROA.  
3) Plain Language and FIRPTA Affidavit to be made part of this DROA.  
4) This Property is being sold in "AS IS" condition and NO WARRANTIES are  
implied. Buyer is provided with Notice of Right to Cancel.  
9. AGENCY DISCLOSURE: The Buyer is represented by \_\_\_\_\_ and all its salespeople. The Seller is  
represented by William O. Farrior III dba Country Homes 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, acknowledged  
receipt of a copy hereof, and agrees that this offer shall be binding if accepted by Seller before \_\_\_\_\_, 19\_\_\_\_\_. AM/PM.  
Offer Date \_\_\_\_\_, 19\_\_\_\_\_. AM/PM.  
Buyer's address: \_\_\_\_\_  
Buyer \_\_\_\_\_ signature  
SS# \_\_\_\_\_  
Buyer \_\_\_\_\_ signature  
SS# \_\_\_\_\_  
Phones: (Bus.) \_\_\_\_\_ (Home) \_\_\_\_\_

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 William O. Farrior III dba Country Homes  
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 \_\_\_\_\_  
Seller's Tax Identification # to be reported to IRS \_\_\_\_\_  
Signature \_\_\_\_\_  
Seller's Name \_\_\_\_\_  
Seller's Tax Identification # to be reported to IRS \_\_\_\_\_  
Signature \_\_\_\_\_  
Foreign Person ( ) Owner occupant ( ) Other ( )  
Seller's Address \_\_\_\_\_  
Seller's Address \_\_\_\_\_  
Phones: (Bus.) \_\_\_\_\_ (Home) \_\_\_\_\_  
ACKNOWLEDGEMENT OF ACCEPTANCE: The undersigned acknowledges that he has been given a copy of the acceptance of this offer.  
Date \_\_\_\_\_, 19\_\_\_\_\_. AM/PM. Signature \_\_\_\_\_

DISCLOSURE ABSTRACT

**APIKI HALE  
Condominium Project**

Pursuant to Section 514A-61, Hawaii Revised Statutes  
Condominium Property Act

Developer

William O. Farrior III,  
dba Country Homes  
1415 Dillingham Blvd., #204  
Honolulu, Hawaii 96817  
842-4802

Project Manager

William O. Farrior III,  
dba Country Homes  
1415 Dillingham Blvd., #204  
Honolulu, Hawaii 96817  
842-4802

Estimated Maintenance Fees/Costs per Apartment

The regular maintenance and repair of each apartment, including all utility charges and water, are the sole responsibilities of each respective apartment owner.

**Common Driveway:** All three apartments are serviced by a common driveway. Although said driveway does not require regular monthly maintenance, it may require periodic repairs or maintenance from time to time. The costs of such repairs and maintenance shall be by special assessment rather than through collection of regular maintenance fees.

**Individual Insurance:** Section 514A-86, Hawaii Revised Statutes, requires that fire insurance be purchased to cover the common elements and improvements of the Project. Developer anticipates that the Association will permit individual apartment owners to obtain separate policies for each apartment and name the Association of Apartment Owners as a co-insured pursuant to Section XIII(c) of the Declaration. As such, the premiums on said policies will be the individual responsibility of each apartment owner. Developer estimates such fire insurance premiums to be \$300.00 per apartment annually.

Warranties

Purchasers should be aware that the "apartments" of the Project are homes originally built at least 27 years ago. Said homes have unavoidably undergone a certain amount of "wear and tear" commensurate with their age. Accordingly, Purchasers should not expect the home they desire to buy to be in "like-new" condition.

NO WARRANTIES FOR FITNESS OF USE OR MERCHANTABILITY OR ANY OTHER KIND ARE MADE AS TO ANY OF THE INDIVIDUAL APARTMENTS OR THE COMMON ELEMENTS OF THE PROJECT. PURCHASERS ARE ADVISED TO

CONDUCT THEIR OWN INSPECTION OF THE APARTMENT THEY DESIRE TO BUY.  
THE APARTMENTS ARE SOLD "AS IS".

Use of Apartments

All three apartments comprising the Project are for residential purposes only. There is no non-residential development in the Project.

Structural Components and Mechanical & Electrical Installations

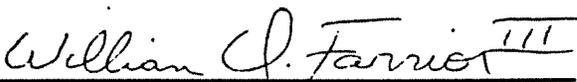
Based on a report prepared by an independent registered structural engineer, it is the Developer's opinion that all structural components and mechanical and electrical installations material to the use and enjoyment of the condominium apartment are presently sound and appear to be in satisfying working condition. However, NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE, IF ANY, OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE CONDOMINIUM APARTMENT.

Code Violations

To the best of the knowledge, information and belief of the undersigned, there are no outstanding notices of uncured violations of the building code or other municipal regulations of the City and County of Honolulu.

I, William O. Farrior III, as Developer of the Project, hereby certify that the estimates of initial maintenance fee assessments and disbursements were prepared in accordance with generally accepted accounting principles.

DATED: Honolulu, Hawaii, November 2, 1992.

  
WILLIAM O. FARRIOR III,  
dba COUNTRY HOMES,  
Developer

STATEMENT OF PRESENT CONDITIONS  
& CERTIFICATION OF EXISTING STRUCTURES

APIKI HALE  
Condominium Project

Pursuant to Section 514A-61, Hawaii Revised Statutes  
Condominium Property Act

**1. Present Condition of Structural Components and Mechanical and Electrical Installations**

Based on a report prepared by an independent registered structural engineer, it is the Developer's opinion that all structural components and mechanical and engineering installations material to the use and enjoyment of the condominium apartments are presently sound and appear to be in satisfactory working condition.

**2. Expected Useful Life of Structural Components and Mechanical and Electrical Installations**

Purchasers should be aware that the three "apartments" of the Project are existing detached units originally built at least 27 years ago. Said homes have unavoidably undergone a certain amount of "wear and tear" commensurate with their age. Accordingly, Purchasers should not expect the home they desire to buy to be in "like-new" condition.

NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE, IF ANY, OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE CONDOMINIUM PROJECT.

NO WARRANTIES FOR FITNESS OF USE OR MERCHANTABILITY OR ANY OTHER KIND ARE MADE AS TO ANY OF THE INDIVIDUAL APARTMENTS OR THE COMMON ELEMENTS OF THE PROJECT.

PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE APARTMENT THEY DESIRE TO BUY. THE APARTMENTS ARE SOLD "AS IS".

**3. Compliance with Building Code and Other Municipal Regulations**

To the best of the knowledge, information and belief of the undersigned, there are no outstanding notices of uncured

Exhibit "E"

violations of the building code or other municipal regulations of the City and County of Honolulu. Refer to the attached letters dated March 20, 1992 from the City and County of Honolulu Department of Land Utilization and May 27, 1992 from the City and County of Honolulu Building Department.

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

92/EU-3 (BN)

March 20, 1992

Mr. Harry H. S. Au  
H. Au & Associates, Inc.  
2924 Manoa Road  
Honolulu, Hawaii 96822

Dear Mr. Au:

Subject: Section 3.130 Existing Use (LUO)  
Project Name: Farrior Residences  
Location: 45-480 Apiki Street, Kaneohe  
Tax Map Key: 4-5-91: 26  
Owner: William O. Farrior, et al

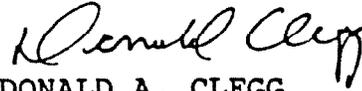
The application for the development is approved as an Existing Use under Section 3.130 of the Land Use Ordinance in accordance with the application plans DLU dated-stamped January 17, 1992, subject to the following conditions:

1. Approval is only for alterations, additions, repairs and reconstruction of the existing dwelling units and accessory uses. All proposed improvements shall be subject to compliance with the Land Use Ordinance such as yards, heights, parking and lot coverage, Subdivision Rules and Regulations, Building Code, and other regulations. Reconstruction shall be compatible in design with the existing and surrounding structures and in the same general location and size. Final plans shall be approved by the Department of Land Utilization prior to issuance of building permits;
2. The number of dwelling units (3) on the property shall not be increased; and
3. This Existing Use approval does not certify that the existing structures and improvements comply with the requirements of the zoning code or other regulations. They are subject to separate review and approval.

Mr. Harry S. H. 1  
Page 2

Should you have any questions, please contact Bruce Nagao of our staff at 527-5354.

Very truly yours,



DONALD A. CLEGG  
Director of Land Utilization

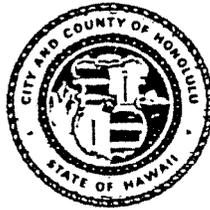
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cc: Building Department

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

Ex92-69

May 27, 1992

Ms. Karla J. Haertel  
Attorney at Law  
P. O. Box 10652  
Honolulu, Hawaii 96816

Dear Ms. Haertel:

Subject: Condominium Conversion Project  
45-480 Apiki Street  
Tax Map Key: 4-5-91: 26

This is in reply to your letter dated April 27, 1992 requesting confirmation that the three 1-story detached single-family dwellings located at 480-A, 480-B, and 480-C Apiki Street met all code requirements at the time of construction.

Investigation revealed that the three dwellings with three off-street parking spaces met the applicable code requirements when they were constructed in 1964.

For your information, the three dwellings are considered to be nonconforming dwelling units and an existing use permit 92/EU-3 was approved with conditions on March 20, 1992 for these dwelling units and accessory uses.

The Building Department cannot determine whether this project contains any other 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.

Ms. Karla J. Haertel  
May 27, 1992  
Page 2

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

Very truly yours,



HERBERT K. MURAOKA  
Director and Building Superintendent

Subscribed and sworn to  
before me this 28th day of  
May, 1992.



Notary Public, First Judicial Circuit  
State of Hawaii  
My commission expires: June 21, 1995