

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer POK HUI KIM  
Address 1517 Makiki Street, Apt. 807, Honolulu, HI 96822

Project Name(\*): 2130 & 2130A ARMSTRONG STREET  
Address: 2130 and 2130A Armstrong Street, Honolulu, HI 96822

Registration No. 3718 (Conversion) Effective date: May 6, 1997  
Expiration date: June 6, 1998

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission nor any other government agency. Neither the Commission or any other government agency has judged or approved the merits or value, if any, of the project or of purchasing of an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of any apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

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 by the developer when complete information is filed.  
**(yellow)**

  X   **FINAL:**             The developer has legally created a condominium and has filed complete information with the Commission.  
**(white)**  
           No prior reports have been issued.  
           This report supersedes all prior public reports.  
           This report must be read together with \_\_\_\_\_

       **SUPPLEMENTARY:** This report updates information contained in the:  
**(pink)**  
           Preliminary Public Report dated: \_\_\_\_\_  
           Final Public Report dated: \_\_\_\_\_  
           Supplementary Public Report dated: \_\_\_\_\_

          And    Supersedes all prior public reports  
                  Must be read together with \_\_\_\_\_  
                  This report reactivates the \_\_\_\_\_  
  public report(s) which expired on \_\_\_\_\_

\_\_\_\_\_  
(\* ) Exactly as named in the Declaration

**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

Required and attached to this report  
as Exhibit H

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 developer.

Changes made are as follows:

**SPECIAL ATTENTION**

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

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.

## TABLE OF CONTENTS

	page
Preparation of this Report	1
Expiration Date of Reports	1
Type of Report	1
Disclosure Abstract	2
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information on Condominiums	4
Operation of the Condominium Project	4
I. PERSONS CONNECTED WITH THE PROJECT	5
Developer                      Attorney for Developer                      General Contractor	
Real Estate Broker   Escrow Company                      Condominium Managing Agent	
II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
A. Declaration	6
B. Condominium Map (File Plan)	6
C. Bylaws	6
D. House Rules	7
E. Changes to Condominium Documents	7
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	8
B. Underlying Land	9
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	13
E. Encumbrances Against Title	14
F. Construction Warranties	15
G. Status of Construction	16
H. Project Phases	16
IV. CONDOMINIUM MANAGEMENT	
A. Management of the Common Elements	17
B. Estimate of Initial Maintenance Fees	17
C. Utility Charges for Apartments	17
V. MISCELLANEOUS	
A. Sales Documents Filed with the Real Estate Commission	18
B. Buyer's Right to Cancel Sales Contract	18
C. Additional Information	20
D. Signature of Developer	21
EXHIBIT A: Letter from the City and County of Honolulu, Building Department (1/16/97)	
EXHIBIT B: Architect's Inspection Letter	
EXHIBIT C: Description of Common Elements	
EXHIBIT D: List of Encumbrances	
EXHIBIT E: Estimate of Initial Maintenance Fees and Disbursements	
EXHIBIT F: Summary of Sales Contract	
EXHIBIT G: Summary of Escrow Agreement	
EXHIBIT H: Disclosure Abstract	
EXHIBIT I: Letter from the City and County of Honolulu, Department of Land Utilization (12/24/96)	

## General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

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 owners/tenants) 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 at the lessee's expense. 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 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 project's 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 the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers or 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 important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Pok Hui Kim Phone: (808) 941-4601  
Name (Business)  
1517 Makiki Street, Apt. 807  
Business Address  
Honolulu, HI 96822

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Broker: Abraham Lee Phone: (808) 591-4806  
Name (Business)  
1221 Kapiolani Blvd., Ste. 310  
Business Address  
Honolulu, HI 96814

Escrow: Long & Melone Escrow, Ltd. Phone: (808) 523-2358  
Name (Business)  
1001 Bishop St., Ste. 2770  
Business Address  
Honolulu, HI 96813

General Contractor: None Phone: \_\_\_\_\_  
Name (Business)  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Condominium Managing Agent: None. Self-managed by the Owners Association Phone: \_\_\_\_\_  
Name (Business)  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Attorney for Developer: Glenn M. Adachi Phone: (808) 526-3880  
Name (Business)  
841 Bishop St., #1601  
Business Address  
Honolulu, HI 96813-3916

**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. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and 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.

- 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. 97-034874  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

The Declaration referred to above has been amended by the following instruments [state name of document, date 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, dimensions of each apartment.

The Condominium Map for this condominium project is:

- Proposed  
 Recorded - Bureau of Conveyances Condo Map No. 2523  
 Filed - Land Court Condo Map No. \_\_\_\_\_

The Condominium Map has been amended by the following instruments [state name of document, date 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 manner in which meetings will be conducted, whether pets are prohibited or allowed 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. 97-034875  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

The Bylaws referred to above have been amended by the following instruments [state name of document, dated and recording/filing information]:

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. 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%*	75% <u>                    </u>
Bylaws	65%	65% <u>                    </u>
House Rules	---	<u>Bd. of Directors</u>

\*The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

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:

1. To amend the Declaration, By-Laws and Condominium Map at anytime prior to recording of the sale of the unit.
2. To amend the Declaration and Condominium Map to file the "as built" certificate.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.

Leasehold or Subleasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

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

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

Lease Term Expires: \_\_\_\_\_

Rent Renegotiation Date: \_\_\_\_\_

Lease Rent Payable:     Monthly                     Quarterly  
                                  Semi-Annually             Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per  Month     Year

For Subleaseholds:

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

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

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

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

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

Lease Term Expires: \_\_\_\_\_

Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:     Monthly                     Quarterly  
                                  Semi-Annually             Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per  Month     Year

Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

**B. Underlying Land:**

Address: 2130 and 2130A Armstrong Street Tax Map Key: (1) 2-9-011: 036  
Honolulu, HI 96822 (TMK)

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

Land Area: 13,731  square feet  acre(s) Zoning: R-7.5

Fee Owner : Pok Hui Kim  
 Name  
1517 Makiki Street, Apt. 807  
 Address  
Honolulu, HI 96822

Sublessor: \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_

**C. Buildings and Other Improvements:**

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

2. Number of Buildings: 2 Floors Per Building 2

Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete (Slab)  Hollow Tile  Wood

Other Glass

4. Permitted Uses by Zoning:

	No. of <u>Apts.</u>	Use Permitted <u>By Zoning</u>		No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>1</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Ohana	<u>1</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Industrial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Agricultural	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Other: _____	___	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

Yes  No

5. Special Use Restrictions:

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

Pets: No livestock or poultry except for animals customarily kept as pets.

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

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

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

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

Apt.No.		Net		
<u>Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>2130</u>	<u>1</u>	<u>4/2</u>	<u>1,160</u>	<u>41</u>
<u>2130A</u>	<u>1</u>	<u>4/1, 1/2, 1/2, 1/2</u>	<u>1,926</u>	<u>386</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**\*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.**

**Other documents and maps may give floor area figures which differ from the those above because a different method of determining the floor area may have been used.**

Boundaries of Each Apartment:

1. All perimeter walls, floors, foundations and roof of each building.
2. All pipes, wires, conduits, or other utility and service lines in such building, outside such building, if the same are not utilized for more than one apartment.

Permitted Alterations to Apartments:

Apartment owner, may renovate, remodel, make additions to, remove or restore the unit.

7. Parking Stalls:

Total Parking Stalls: 4

	<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 each units)	<u>2</u>	<u>2</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>4</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 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 Covered & Open	<u>4</u>	<u>    </u>	<u>0</u>	<u>    </u>	<u>0</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: \_\_\_\_\_

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

- There are no violations.     Violations will not be cured.
- Violations and cost to cure are listed below.                       Violations will be cured by \_\_\_\_\_

See Exhibit A (Letter from the Building Department)

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

(For conversions of residential apartments in existence for at least five years): See Exhibit B (Architect's Inspection Letter)

11. Conformance to Present Zoning Code See Exhibit A (Letter from the Building Department)

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-Unit 2130</u>	<u>See p.20</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 other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit C.

as follows:

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

There are no limited common elements in this project.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit \_\_\_\_\_.

as follows:

The portion of the land area beneath and adjacent to each unit as delineated on the site plan of the Condominium Map. Said land areas are NOT legally subdivided lots.

Unit 2130 Limited Common Area: 4,779 sq.ft.

Unit 2130A Limited Common Area: 8,196 sq.ft.

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 used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit \_\_\_\_\_.

as follows:

<u>Unit No.</u>	<u>Common Interest Percentage</u>
2130	50%
2130A	50%

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit D describes the encumbrances against the title contained in the title report dated March 4, 1997 and issued by Long & Melone, Ltd.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

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

[X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgage	Contracts to purchase units may be cancelled in which event deposits will be refunded to the buyers, less an escrow cancellation fee.

F. 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. Units are being sold in "as-is" condition.

2. Appliances: None.

G. **Status of Construction and Estimated Completion Date:**

Unit 2130 was built in 1946.  
Unit 2130A was built in 1987.

H. **Project Phases:**

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

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):



**V. MISCELLANEOUS**

**A. Sales Documents Filed With the Real Estate Commission:**

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

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated December 19, 1996

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

Other \_\_\_\_\_

**B. Buyer's Right to Cancel Sales Contract:**

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by 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 or Supplementary Report to a Final Report: Sales made by the developer are binding if:

A) The Developer delivers to the buyer a copy of:

1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission;

**AND**

2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

B) The buyer is given an opportunity to read the report(s); **AND**

C) One of the following has occurred:

1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or

2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or

3) 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:

A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**

B) 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.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime, as amended.
- C) Bylaws of the Association of Apartment Owners.
- D) House Rules.
- E) Condominium Map, as amended.
- F) Escrow Agreement.
- G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
- H) Other \_\_\_\_\_

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 Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P.O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 3718 filed with the Real Estate Commission on March 24, 1997.

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

yellow paper stock

white paper stock

pink paper stock

**C. Additional Information Not Covered Above**

DISCLOSURE RE: "OHANA" DWELLING UNIT:

Apartment 2130A was originally designated as the "ohana" dwelling unit. The maximum permitted floor area of such unit is presently 700 square feet. Although Apartment 2130A's present size was legal when it was constructed on the property in 1987, it exceeds current size restrictions and therefore is considered a "non-conforming" structure under the Land Use Ordinance of the City and County of Honolulu (the"LUO"). The LUO will not permit Apartment 2130A to be enlarged. However, if Apartment 2130A were destroyed to an extent of more than 50% of its replacement cost, it may be reconstructed to its previously existing size, subject to certain restrictions.

The Owner intends to change the designation of the "ohana" dwelling from Apartment 2130A to Apartment 2130. The approval of building permits for Apartment 2130 will constitute the Building Superintendent's approval of the redesignation of the principal and ohana dwellings. See Exhibit I.

Prospective purchasers are advised to consult with the City and County of Honolulu, Department of Land Utilization for further information.

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

POK HUI KIM  
Name of Developer

By:  Duly Authorized Signatory  
Date 3/13/97

POK HUI KIM  
Developer/Owner  
print name & title of person signing above

Distribution:

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

BUILDING DEPARTMENT  
**CITY AND COUNTY OF HONOLULU**

HONOLULU MUNICIPAL BUILDING  
650 SOUTH KING STREET  
HONOLULU, HAWAII 96813



REMY HARRIS  
MAYOR

RANDALL K. FUJIKI  
DIRECTOR AND BUILDING SUPERINTENDENT  
ISIDRO M. GAQUILAR  
DEPUTY DIRECTOR AND BUILDING SUPERINTENDENT

EX97-7

January 16, 1997

Mr. Don Crichton  
Abe Lee Development, Inc.  
P. O. Box 61099  
Honolulu, Hawaii 96839

Dear Mr. Crichton:

Subject: Condominium Conversion Project  
2130 Armstrong Street  
Tax Map Key: 2-9-11: 36

This is in response to your letter dated October 18, 1996 requesting verification that the two dwellings located at 2130 Armstrong Street met all applicable code requirements at the time of construction.

Investigation revealed that the two-story single-family detached dwelling and the two-story Ohana dwelling with a total of at least four off-street parking spaces met all applicable code requirements when they were constructed in 1946 and 1987 respectively.

For your information, the Building Department cannot determine whether this project contains 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.

EXHIBIT A

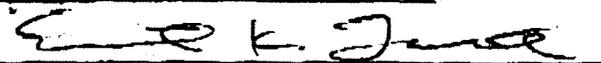
Mr. Don Crichton  
January 16, 1997  
Page 2

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

Very truly yours,

  
FOR RANDALL K. FUJIKI  
Director and  
Building Superintendent

Subscribed and sworn to  
before me this 17th day of  
January, 1997.

  
Notary Public, First Judicial Circuit

State of Hawaii  
My commission expires: June 21, 1999

October 28, 1996.

Abe Lee Development  
1221 Kapiolani Blvd., Suite 310  
Honolulu, Hawaii 96814

Dear Mr. Abe Lee,

Per your instructions, a visual inspection was madw of the property located at 2130 and 2130A Armstrong Street.

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

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

1. The structures appear in fair condition. The units are habitable and appear to be free from major structural defects.
2. The electrical system and plumbing system appear to be functioning properly and seem to be in fair condition.

Conclusion:

The buildings at present are in fair condition with no major structural defects.

Yours truly,



Barry R. Ng  
Registered Professional Architect  
Hawaii Registration No. 7206

## EXHIBIT C

### DESCRIPTION OF COMMON ELEMENTS

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

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

3. The area designated Easement "A" for Driveway and Utility Purposes as shown on the Condominium Map.

4. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety, and normally in common use.

EXHIBIT D

LIST OF ENCUMBRANCES

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

2. The terms and provisions, including the failure to comply with any covenants, conditions reservations, contained in deed dated October 19, 1909, recorded in said Bureau of Conveyances in Liber 319, Page 310.

3. Grant of easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines, etc., as part of a sewer system, through, under and across the hereinafter described parcel in favor of the City and County of Honolulu, dated May 31, 1967, recorded in said Bureau of Conveyances in Liber 5690, Page 400, described as follows:

PARCEL 43 - of MANOA SEWERS, SECTION 1, IMPROVEMENT DISTRICT NO. 193: All of that certain parcel of land being a portion of Lot 8, Block 13, College Hills Tract (File Plan 6) being also a portion of Grant 175 to Punahou School situate on the northeast side of Armstrong Street, at Manoa, Honolulu, Oahu, Hawaii, and more particularly described as follows:

Being a strip of land six (6) feet wide and extending for three (3) feet on each side of the centerline described as follows:

Beginning at the west end of said centerline, on the east side of Armstrong Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "ROCKY HILL" being 1,414.17 feet north and 2,246.55 feet east and running by azimuth measured clockwise from true South:

1. 264° 18' 65.00 feet and containing an area of 390 square feet, more or less.

PARCEL 46 - of MANOA SEWERS, SECTION 1, IMPROVEMENT DISTRICT NO. 193: All of that certain parcel of land being a portion of Lot 8, Block 13, College Hills Tract (File Plan 6) being also a portion of Grant 175 to Punahou School situate near the northeast side of Armstrong Street, at Manoa, Honolulu, Oahu, Hawaii, and more particularly described as follows:

Being a strip of land six (6) feet wide and extending for

three (3) feet on each side of the centerline described as follows:

Beginning at the south end of said centerline near the northeast side of Armstrong Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "ROCKY HILL" being 1,427.48 feet north and 2,450.79 feet east and running by azimuths measured clockwise from true South:

1. 158° 21' 88.69 feet and containing an area of 532 square feet, more or less.

4. The terms and provisions, including failure to comply with any covenants, conditions and reservations, contained in AFFIDAVIT by Dorothy Michyo Tsumoto dated May 21, 1981, recorded in said Bureau of Conveyances in Liber 15579, Page 387, in consideration of the issuance by the Building Department, City and County of Honolulu, of building permit.

5. Grant of easement to build, construct, reconstruct, rebuild, repair, maintain and operate pole and wire lines and/or underground lines, etc., for the transmission and distribution of electricity in favor of GTE Hawaiian Telephone Company Incorporated dated July 24, 1990, recorded in said Bureau of Conveyances as Document No. 90-128453.

6. Mortgage dated September 5, 1990, in favor of First Nationwide Bank, a federal savings bank, recorded in said Bureau of Conveyances as Document No. 90-139217.

7. Real property taxes due and payable. For more information contact City and County of Honolulu, Department of Finance, Real Property Tax Assessment as of the date of the title report, both installments were unpaid.

8. Condominium Declaration, By-Laws & Condominium Map as noted on page 6 of this Final Public Report.

# 2130 & 2130A ARMSTRONG STREET

## ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATES OF MAINTENANCE FEE DISBURSEMENTS

### ESTIMATE OF INITIAL MAINTENANCE FEES:

<u>Apartment</u>	<u>Monthly fee x12 Months</u>	<u>Yearly Total</u>
2130	110	1320
2130A	110	1320

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



## EXHIBIT F

### SUMMARY OF SALES CONTRACT

The Seller will use the standard form Deposit, Receipt, Offer and Acceptance (DROA) agreement as the sales contract for the sale of the unit(s). The sales contract contains the price, description and location of the apartment and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the sales contract provides:

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

2. Buyer's deposits will be held in escrow until the sales contract is closed or cancelled.

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

4. In the event of default:

If buyer defaults:

- (1) Seller may bring an action for breach of contract;
- (2) Seller may retain the deposits as liquidated damages;
- (3) Buyer is responsible for any costs incurred under the sales contract.

If Seller defaults:

- (1) Buyer may bring an action for breach of contract;
- (2) Buyer may bring an action for specific performance;
- (3) Seller is responsible for any costs incurred under the sales contract.

The prevailing party is entitled to recover all costs incurred including reasonable attorney's fees. Escrow fees incurred shall be deducted before disbursement to the prevailing party.

5. The sales contract may contain additional terms and conditions as the Seller and Buyer may agree to include.

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

## EXHIBIT G

### SUMMARY OF ESCROW AGREEMENT

The escrow agreement establishes an arrangement under which the deposits a buyer makes under a Deposit, Receipt, Offer and Acceptance ("sales contract") will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen:

(a) Signed copies of the sales contract will be provided to Escrow.

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

(c) Seller will notify Escrow who in turn will notify buyers when payments are due.

(d) Escrow will accept buyer's payments pursuant to the sales contract and will hold the funds or make payments according to the escrow agreement.

(e) The escrow agreement states under what conditions escrow will disburse buyers funds. Escrow will disburse upon receipt of the following:

1. the conveyance document,
2. all necessary releases of encumbrances,
3. the full amount of the purchase price,
4. any mortgage or other instrument securing payment,
5. purchaser's share of the closing costs

(f) Under the escrow agreement buyer shall be entitled to a refund, if buyer makes a written request for a refund and Escrow has received a written request from Seller to return buyer's funds. In addition, by law, (under Sections 514A-62 and -63, Hawaii Revised Statutes) buyer has a right to rescind a sales contract.

(g) The escrow agreement states what will happen to a buyer's funds upon default under the sales contract. Seller is required to certify to Escrow in writing that buyer defaults and that Seller is terminating the contract. Escrow will notify buyer by certified mail that Seller has cancelled contract. Escrow will treat the buyer's funds as belonging to the Seller subject to the provisions relating to dispute and conflicting demands.

(h) Escrow will coordinate and supervise the signing of all necessary documents.

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

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

EXHIBIT H

DISCLOSURE ABSTRACT

1. a. PROJECT: 2130 & 2130A ARMSTRONG STREET  
2130 and 2130A Armstrong Street  
Honolulu, HI
- b. DEVELOPER/  
OWNER: Pok Hui Kim  
1517 Makiki Street  
Honolulu, HI 96822
- c. MANAGING AGENT: None. Project will be self-managed.
2. Real Estate Broker: Abraham Lee dba Abe Lee Realty  
1221 Kapiolani Blvd., Ste. 310  
Honolulu, HI 96822

3. Estimated Maintenance Fee Assessments and Disbursements

Maintenance Fees: The routine maintenance and repair of each apartment unit, including all utility charges, is the sole responsibility of each owner. The breakdown of annual maintenance fees and monthly estimate for each apartment has been based on generally accepted accounting principles and is attached as Exhibit E.

Individual Insurance: Section 514A-86, Hawaii Revised Statutes, requires that fire insurance be purchased to cover the Project's improvements. It is contemplated that the Association will elect to permit each apartment owner to purchase and maintain his own homeowner's insurance policy which will include fire and liability coverage, and name the Association as an additional insured. In such case, the premiums on said policies will be the individual responsibility of each apartment owner rather than a common expense of the Association. Purchasers should be aware that the premiums for said fire insurance will vary depending upon the insurance company and the coverage. If it is necessary for the Association to have its own public liability coverage (which could occur), this will become a common expense of the Association shared by the apartment owners.

4. Description of All Warranties Covering the Apartments and Common Elements. Purchasers are advised that Units 2139 and 2130A are existing structures. Unit 2130 was constructed in 1946 and Unit 2130A was constructed in 1987. Said structures

are subject to "wear and tear" commensurate with their respective ages. NO WARRANTIES FOR FITNESS OF USE OR MERCHANTABILITY OR ANY OTHER KIND ARE MADE AS TO EITHER UNIT. PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE UNITS. THE UNITS ARE BEING SOLD "AS IS".

5. Structural Components and Mechanical and Electrical Installations.

Based on a visual inspection report prepared by a licensed architect (a copy of said report is attached to this public report as Exhibit B), it is the Developer's opinion that all structural components and electrical and plumbing systems material to the use and enjoyment of the units appear to be functioning and in satisfactory 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 UNITS.

6. 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 municipal regulations of the City and County of Honolulu.

7. Use of Apartments. The 2130 & 2130A ARMSTRONG STREET condominium project will consist of two (2) apartments which will be used for residential purposes by the owners, their tenants, servants, guests and invitees and for no other purpose.

DATE: March 13, 1997

  
\_\_\_\_\_  
POK HUI KIM

DEPARTMENT OF LAND UTILIZATION  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 523-4414 • FAX: (808) 527-6743



JEREMY HARRIS  
MAYOR

PATRICK T. O'NEIL  
DIRECTOR

LORETTA K.C. CHEE  
DEPUTY DIRECTOR

96-08027 (CW)

December 24, 1996

Mr. Barry R. Ng, Architect  
419 South Street, Suite 135  
Honolulu, Hawaii 96813

Dear Mr. Ng:

2130 Armstrong Street  
Tax Map Key 2-9-11: 036

This letter is in response to your letter of November 6, 1996. You asked us to clarify the requirements for switching the designations of the principal and ohana dwellings in conjunction with the rebuilding of the two dwellings.

We have evaluated the two scenarios for rebuilding the dwellings which are described in your letter and illustrated in attachments B and C. As discussed below, only Plan B will permit you to switch the locations of the two dwellings and to retain the nonconforming floor area of the ohana dwelling.

The Ohana Rules provide that, upon request, the Building Superintendent may redesignate the ohana dwelling and the principal dwelling, provided that the redesignation will not create or increase any nonconformity. Since the redesignation will be done in conjunction with rebuilding, a zoning adjustment is required. (See Chapter 5 of the Ohana Rules, attached).

The main dwelling (2130) is a single-story dwelling at the front of the lot; it has approximately 880 square feet of floor area. The ohana dwelling (2130A) is a two-story dwelling at the rear of the lot, with approximately 2,284 square feet of floor area. Based on your letter dated July 15, 1996, the owner would prefer to have the main house in the rear and the ohana house at the front of the lot.

Our comments on the two proposed scenarios are as follows:

**Plan C:** The owner's preferred alternative is to rebuild the existing ohana dwelling (2130A) first and redesignate it as the principal dwelling. The front house (2130) would be redesignated

Mr. Barry R. Ng  
Page 2  
December 24, 1996

as the ohana dwelling. This redesignation will reduce the nonconforming floor area of the ohana dwelling from 2,284 square feet to 880 square feet. A subsequent replacement of the 880 square-foot ohana dwelling with a larger dwelling cannot be permitted, because this will increase the nonconformity of the ohana dwelling. Once the nonconformity is reduced, it cannot be increased again.

**Plan B:** The principal dwelling would be rebuilt first and redesignated as the ohana dwelling. This is permissible provided its size does not exceed the approved floor area of the existing ohana dwelling (2130A). The (redesignated) principal dwelling on the rear of the lot could be rebuilt later.

The Ohana Rules provides that if either the principal or the ohana dwelling is rebuilt in conjunction with a redesignation, a Zoning Adjustment is required. You will need to submit the following:

- Building permits for demolition of the existing principal dwelling and for construction of a new dwelling in the front of the lot, which will be designated as the ohana dwelling.
- An alteration permit for conversion of the existing ohana dwelling to the principal dwelling.
- An application for a zoning adjustment. You will need to provide copies of the plans for the existing ohana dwelling as well as for the proposed (redesignated) ohana dwelling, so that we can determine the floor area of the dwellings. The zoning adjustment must be approved before the building permit for the new ohana dwelling can be issued.

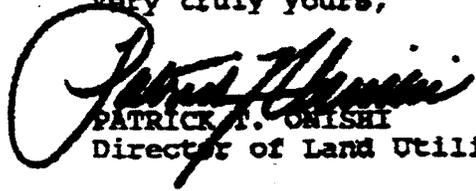
Approval of these building permits will constitute the Building Superintendent's approval for redesignation of the principal and ohana dwellings. There will then be no time constraints for rebuilding the redesignated principal dwelling at the rear of the property.

If you need further clarification, you may contact Carol Whitesell of our staff at 523-4256. If you have questions about the redesignation process, we suggest you contact Ralph Asai of

Mr. Barry R. Ng  
Page 3  
December 24, 1996

the Building Department at 527-6049. For information about applying for a zoning adjustment, please call our Zoning Adjustments Branch at 523-4135.

Very truly yours,



PATRICK T. ONISHI  
Director of Land Utilization

PTO:fn  
Attachment  
cc: Building Dept.  
(Ralph Asai)

sq2.cbw

## CHAPTER 5

## EXISTING OHANA DWELLINGS

- §5-1 Rebuilding of ohana dwelling  
 §5-2 Redesignation of ohana dwelling

§5-1 Rebuilding of ohana dwelling. (a) Any ohana accessory dwelling that is destroyed by any means to the extent of more than 50 percent of its replacement value may be rebuilt with an approved zoning adjustment.

(b) Ohana accessory dwellings for which the building permit was approved prior to September 10, 1992, shall also be subject to the following requirements:

- (1) If the original ohana accessory dwelling was a detached dwelling unit, it may be replaced by either an attached or a detached ohana unit.
- (2) If the original ohana accessory dwelling was an attached unit, it shall be replaced by an attached ohana unit.
- (3) Any ohana accessory dwelling rebuilt under the provisions of this subsection shall not be subject to the provisions of sections 4-3 and 4-4. [Eff JAN 22 1994 ]

(Auth: ROH §§21-3.120, 21-6.20-1) (Imp: §§21-3.120, 21-6.20-1)

§5-2 Redesignation of ohana dwelling. (a) If a question arises as to which of two dwelling units on a zoning lot is the ohana accessory dwelling and which is the principal dwelling, the determination shall be made by the building superintendent. The superintendent may consider the history and size of the units, the preference of the owner and any other factors which may be relevant.

§5-2

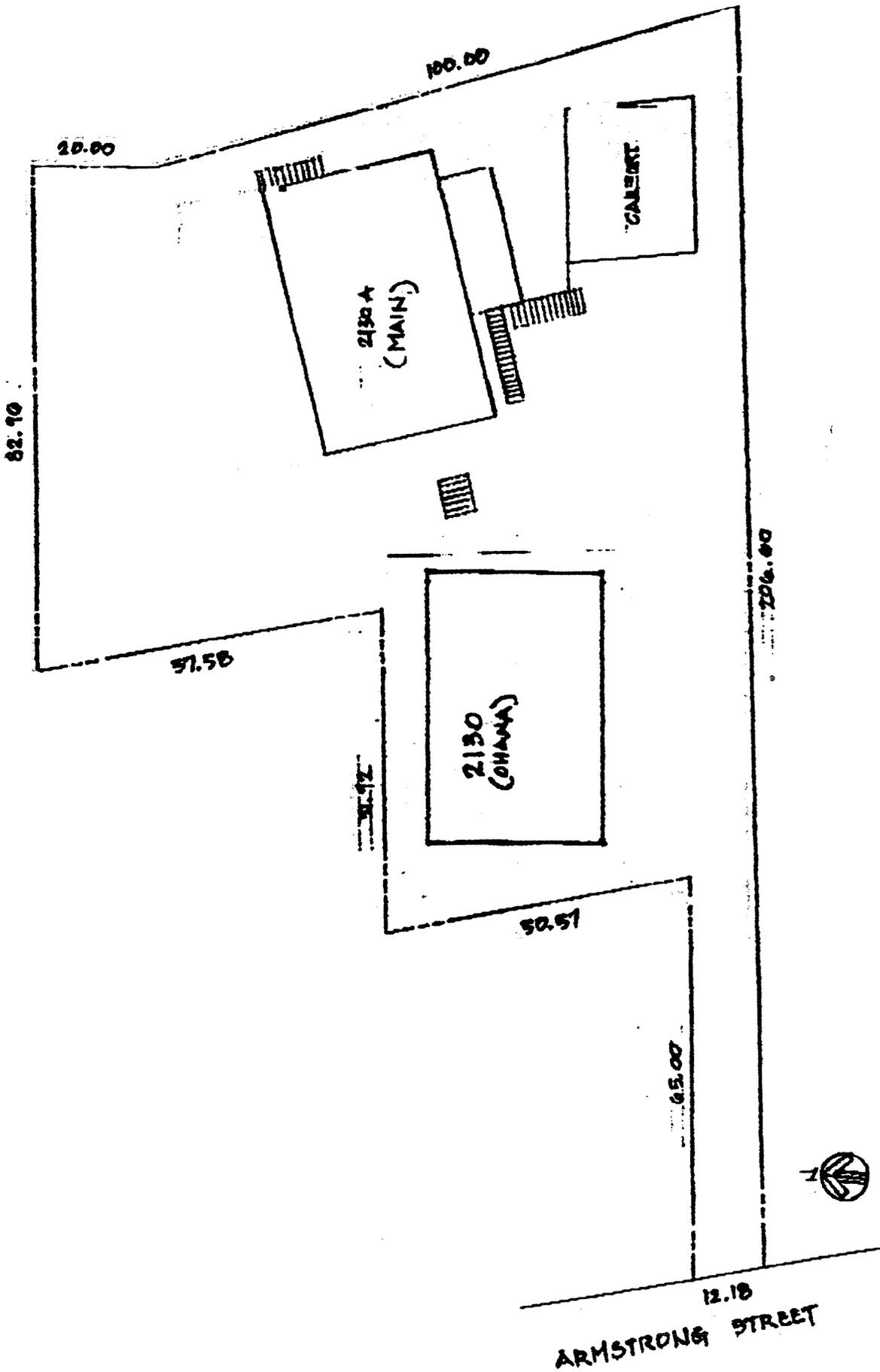
(b) Upon request, the superintendent may redesignate the ohana accessory dwelling and the principal dwelling, provided that redesignation will not create or increase any nonconformity, and that the redesignated ohana accessory dwelling complies with all applicable standards.

(c) Redesignated ohana accessory dwellings are governed by the provisions of §5-1(b), relating to building type and occupancy. A zoning adjustment is not required for redesignation, provided it does not involve physical destruction of either the ohana dwelling or the principal dwelling on the lot.

[Eff JAN 22 1994 ] (Auth: RCH §21-6.20-2)  
(Imp: RCH §21-6.20-2)

ohana1.cdw  
December 6, 1993

'B'



PROPOSED PLOT PLAN

TOTAL LOT AREA 18,731 SQ. FT.

TMS: 2-9-11: 86