

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer LILY YIN-NAM CHEUNG LI and YIN-HING CHEUNG
Address 1933A & 1935A Kealakai Street, Honolulu, HI 96817

Project Name(*): 1933A & 1935A KEALAKAI STREET
Address: 1933A & 1935A Kealakai Street, Honolulu, HI 96817

Registration No. 3740 (Conversion) Effective date: June 13, 1997
Expiration date: July 13, 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)
[X] 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 Not Covered Above	20
D. Signature of Developer	21
EXHIBIT A: Letter from the City and County of Honolulu, Building Department	
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: Zoning Variance No. 96/VAR-55	

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: Lily Yin-Nam Cheung Li and Yin-Hing Cheung Phone: (808) 847-4907
Name (Business)
1933A & 1935A Kealakai Street
Business Address
Honolulu, HI 96817

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

Real Estate
Broker: Abraham Lee dba Abe Lee Realty 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

**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. 97-049211
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. 2535
 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. 97-049212
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%*	<u>75%</u>
Bylaws	65%	<u>65%</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: 1933A and 1935A Kealakai Street Tax Map Key (TMK): (1) 1-6-101: 09
Honolulu, HI 96817

[] Address [] TMK is expected to change because _____

Land Area: 7,490 [X] square feet [] acre(s) Zoning: R-5

Fee Owner: Lily Yin-Nam Cheung Li and Yin-Hing Cheung
 Name
1933A and 1935A Kealakai Street
 Address
Honolulu, HI 96817

Sublessor: _____
 Name

 Address

C. **Buildings and Other Improvements:**

1. New Building(s) Conversion of Existing Building(s) Both New Building(s) and Conversion
 1933A: 2
 2. Number of Buildings: 2 Floors Per Building 1935A: 1
 Exhibit _____ contains further explanations.

3. **Principal Construction Material:**

Concrete Hollow Tile Wood
 Other Glass

4. **Permitted Uses by Zoning:**

	<u>No. of</u>	<u>Use Permitted</u>		<u>No. of</u>	<u>Use Determined</u>
	<u>Apts.</u>	<u>By Zoning</u>		<u>Apts.</u>	<u>By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>2</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	_____	<input 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: ---

<u>Apt.No.</u> <u>Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net</u> <u>Living Area (sf)*</u>	<u>Net</u> <u>Other Area (sf)</u>	<u>(Identify)</u>
<u>1933A</u>	<u>1</u>	<u>7/4</u>	<u>1,770</u>	<u> </u>	<u> </u>
<u>1935A</u>	<u>1</u>	<u>2/1</u>	<u>566</u>	<u>60</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Total Number of Apartments: _____

***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: 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 each units)		Unit 1935A: 3 Unit 1933A: 1				<u>2</u>	<u>6</u>
Guest							
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open:	<u>4</u>		<u>0</u>		<u>2</u>		<u>6</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 _____.

(Date)

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</u>	<u> </u>	*See Exhibit I
Lot*	<u> </u>	<u>X</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.

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

[] described in Exhibit _____.

[X] as follows:

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

Unit 1933A Limited Common Area: 3,073 sq.ft.

Unit 1935A Limited Common Area: 3,045 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 _____.

[X] as follows:

<u>Unit No.</u>	<u>Common Interest Percentage</u>
1933A	50%
1935A	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 April 3, 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 to be sold in "as-is" condition.

2. Appliances: None.

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

Unit 1933A	1929
Unit 1935A	1936

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 April 23, 1997
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, as amended.
- D) House Rules, if any.
- 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 Declaration of Restrictive Covenants dated April 11, 1997 recorded as Document no. 97-049213

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. 3740 filed with the Real Estate Commission on May 15, 1997.

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

[] YELLOW paper stock

[X] WHITE paper stock

[] PINK paper stock

C. Additional Information Not Covered Above

Zoning Variance. A zoning variance (96/VAR-55) was approved to allow a two-family dwelling on a R-5 Residential zoning lot that lacks the minimum 7,500-square foot lot area, subject to certain conditions. See Exhibit I.

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.


LILY YIN-NAM CHEUNG LI and YIN-HING CHEUNG
Name of Developer

By:   5/12/99
Duly Authorized Signatory Date

Lily Yin-Nam Cheung Li and Yin-Hing Cheung, Developers/Owners
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
680 SOUTH KING STREET, 2ND FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 523-4844 • FAX: (808) 523-4847

JEREMY HARRIS
MAYOR



RANDALL K. FUJIKI
DIRECTOR AND BUILDING SUPERINTENDENT
IBIDRO M. BAQUILAR
DEPUTY DIRECTOR AND BUILDING SUPERINTENDENT

Ex97-49

April 25, 1997

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

Dear Mr. Crichton:

Subject: Condominium Conversion Project
1933 and 1935 Kealakai Street
Tax Map Key: 1-6-010: 009

This is in response to your letter dated December 5, 1996 requesting verification that the structures located at the above addresses met all applicable code requirements at the time of construction.

Investigation revealed that the two single-family detached dwellings with five all-weather surface off-street parking spaces at 1933 and 1935 Kealakai Street met all applicable code requirements when they were constructed in 1929 and in 1936, respectively.

The two dwelling units are considered nonconforming.

Zoning variance No. 96/VAR-055 was approved on November 6, 1996 with conditions to allow a two-family detached dwelling at the time of reconstruction of one or both of the single-family dwellings on this lot.

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

For your information, 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.

EXHIBIT A

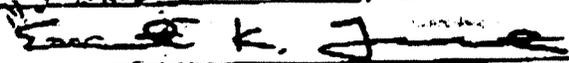
Mr. Don Crichton
Page 2
April 25, 1997

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

Very truly yours,


FOR RANDALL K. FUJIKI
Director and
Building Superintendent

Subscribed and sworn to
before me this 28th day of
April, 1997.


Notary Public, First Judicial Circuit
State of Hawaii
My commission expires: June 21, 1999

December 30, 1996

Abe Lee Development, Inc.
P.O. Box 61099
Honolulu, HI 96839

Attn: Mr. Abe Lee

Dear Mr. Lee:

Per your instructions, a visual inspection was made of the property located at 1933A & 1935A Kealakai Street.

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

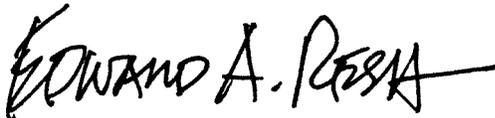
The following describes my assessment of the present condition of the buildings:

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 very truly,



Edward A. Resh
Registered Professional Architect
Hawaii Registration No. 3239

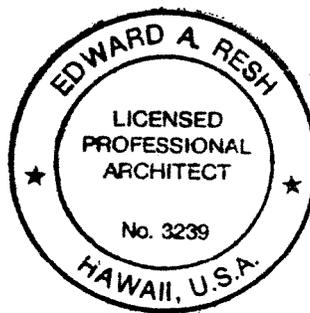


EXHIBIT B

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 "Common Element" on the condominium map which will be used as a common driveway to Kealakai Street.

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. Covenants set forth in Affidavit made by Lily Yin-Nam Cheung Li dated March 28, 1995, recorded in the Bureau of Conveyances as Document No. 95-041062, to-wit:

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

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

3. Covenants, terms and conditions contained in the Declaration of Restrictive Covenants dated April 11, 1997, recorded in said Bureau of Conveyances as Document No. 97-049213.

4. Declaration of Condominium Property Regime of 1933A and 1935A Kealakai Street dated April 11, 1997, recorded in said Bureau of Conveyances as Document No. 97-049211.

5. By-Laws of the Association of Apartment Owners of 1933A & 1935A Kealakai Street dated April 11, 1997, recorded in said Bureau of Conveyances as Document No. 97-049212.

6. Condominium Map No. 2535, filed in said Bureau of Conveyances.

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.

EXHIBIT E

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months	<u>Yearly Total</u>
1933A	41.66	500
1935A	41.66	500

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: 1933A & 1935A KEALAKAI STREET
1933A and 1935A Kealakai Street
Honolulu, HI
- b. DEVELOPER/
OWNER: Lily Yin-Nam Cheung Li and
Yin-Hing Cheung
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 1933A and 1935A are existing structures. Unit 1933A was constructed in

1929 and Unit 1935A was constructed in 1936. 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".

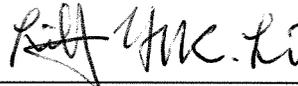
5. Structural Components and Mechanical and Electrical Installations.

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 properly and in fair 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 1933A & 1935A KEALAKAI 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: 5/12/97



LILY YIN-NAM CHEUNG LI



YIN-HING CHEUNG

DEPARTMENT OF LAND UTILIZATION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET
HONOLULU, HAWAII 96813 • (808) 523-4432

JEREMY HARRIS
MAYOR



PATRICK T. ONISHI
DIRECTOR

LORETTA K.C. CHEE
DEPUTY DIRECTOR

(RY)

November 6, 1996

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

Dear Mr. Lee:

Request : Zoning Variance No. 96/VAR-55
Applicant : Yin H. Cheung and Lily Y. N. Cheung Li
Location : 1933-A and 1935-A Kealakai Street -
Alewa/Kapalama
Tax Map Key: 1-6-10: 9

The Director of Land Utilization has APPROVED the above variance, subject to certain conditions. A copy of the Director's Findings of Fact, Conclusions of Law, and Decision and Order, including the conditions of approval, is attached.

NOTE: If the variance conditions contain time limits, the applicant is responsible to comply within those time limits, or the variance will lapse. If the variance is "after-the-fact", and it lapses because of failure to comply with the conditions, the applicant will be in violation of the zoning code and subject to enforcement proceedings. A new application for the same variance will not be accepted within 12 months of the lapse date.

This variance is limited to those sections of the Land Use Ordinance stated in the Findings of Fact and/or Decision and Order; and shall not be construed as approval of any other permit or review by the Department of Land Utilization or by any other agency.

Any party (to the case) wishing to appeal the Director's action must submit a written petition to the Zoning Board of Appeals (ZBA) within 30 calendar days from the date of mailing or personal service of the Director's written decision. (Zoning Board of Appeals Rules Relating to Administrative Procedure, Rule 3.2(a), APPEAL DEADLINE). Essentially, the Zoning Board of Appeals rules require that a petitioner show that the Director based his action

EXHIBIT I

Mr. Abe Lee
Page 2
November 6, 1996

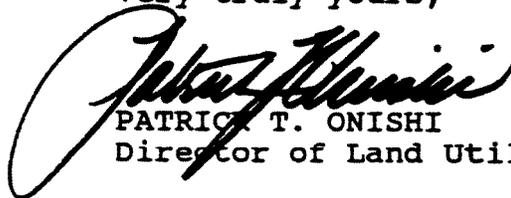
on an erroneous finding of a material fact, and/or that the Director acted in an arbitrary or capricious manner, or manifestly abused his discretion. The ZBA can only consider the evidence previously presented to the Director of Land Utilization.

Failure to comply with ZBA Rule 3, Procedure for Appeal from Action of the Director, may result in the dismissal of the appeal. Copies of the ZBA rules are available at the Department of Land Utilization. Appeals should be addressed to:

Zoning Board of Appeals
650 South King Street, 7th Floor
Honolulu, Hawaii 96813

If you have any questions or need additional information concerning this variance, please contact Raymond Young of our staff at 527-5839.

Very truly yours,



PATRICK T. ONISHI
Director of Land Utilization

PTO:nt
T96VAR55.ntt
Encl.

cc: Yin H. Cheung and Lily Y. N. Cheung Li

DEPARTMENT OF LAND UTILIZATION OF THE CITY AND COUNTY OF HONOLULU

STATE OF HAWAII

I certify that this is a full, true and correct copy of the original document on file with the Department of Land Utilization, City and County of Honolulu.

Robert Bannister

11-6-96
DATE

IN THE MATTER OF THE APPLICATION)
OF)
YIN H. CHEUNG AND)
LILY Y. N. CHEUNG LI)
FOR A VARIANCE)

CASE NO. 96/VAR-55

FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND DECISION AND ORDER

I. APPLICATION

1. Basic Information:

Applicant : Yin H. Cheung and Lily Y. N. Cheung Li
Agent : Abe lee Development, Inc.
Location : 1933-A and 1935-A Kealakai Street -
Alewa/Kapalama
Tax Map Key: 1-6-10: 9
Lot Area : 7,490 Square Feet
Zoning : R-5 Residential District

The Department of Land Utilization held a public hearing on September 19, 1996, to consider the application. The applicant and all other interested persons present were given an opportunity to be heard. The record of the hearing is on file with the Department.

2. Applicant's Proposal: To allow a two-family dwelling on an R-5 Residential lot that lacks the required 7,500-square foot lot area (which exceeds maximum density/number of dwelling units).

The site contains a 2-story, single-family dwelling (Dwelling No. 1) and a one-story single-family dwelling (Dwelling No. 2), built in 1929 and 1936, respectively. The applicant seeks a variance to allow a 2-family dwelling in the event one or both single-family dwellings are destroyed. See Exhibits B-1 through B-4.

3. Variance Required: Land Use Ordinance (LUO) Section 5.40-2 (Table 5.8-B), relating to density and minimum lot area.

Mailed NOV 6 1996
Date

4. Applicant's Justification: The applicant provided justification statements which are part of the file.

II. FINDINGS OF FACT

On the basis of the evidence presented, the Director has found:

1. Description of Site: The site is a flag lot which slopes gently down from the street.
2. Land Use: The lot is developed with 2 single-family dwellings and a parking area with 6 open parking spaces. The surrounding area consists predominantly of single-family dwellings.
3. Nonconformities and Irregularities: The lot contains 2 single-family detached dwellings which exceed the maximum density. The flag stem (access driveway) is 10 feet wide, 2 feet below the required 12-foot minimum.
4. Building Permits: The Planning Department records indicate that the 2 single-family dwellings were built in 1929 and 1936. The Building Department has no record of building permits for the dwellings.

On March 31, 1995, the Building Department issued a building permit (No. 367419) to raise Dwelling No. 1 and add a ground floor. On August 17, 1995, the Building Department issued a building permit (No. 375746) for repair.

5. Public Hearing Testimony: The agent spoke in support of the request. He stated that the variance will allow the applicant to rebuild the existing dwellings as a single-structure, a 2-family dwelling, in the event of destruction of 1 or both of the existing dwellings. He also indicated that the applicant plans to divide ownership of the lot and improvements via a Condominium Property Regime (Chapter 514, Hawaii Revised Statutes), and a variance is necessary to meet condominium requirements. No other testimony was provided.
6. Ordinarily, it would be difficult to find that the applicant would be denied reasonable use, since he has two, single-family, detached dwellings, on a lot which is 25 percent below the minimum required lot area (10,000 square feet) for two separate dwellings. However, there are mitigating circumstances that support the request to allow a 2-family dwelling on a lot that lacks the minimum 7,500-square foot lot area. The lot is only 10 square feet, or less than 1 (0.13) percent, below the 7,500-square foot lot area required for a two-family dwelling in the R-5 District. Technically,

a two-family dwelling would decrease nonconformity by reducing the required lot area. Construction of a two-family dwelling would also eliminate one of the 2 dwelling structures. Thus, a 2-family dwelling is reasonable. The dwellings should be converted to a 2-family dwelling upon reconstruction of either single-family dwelling. But, other variances, e.g., for building area, yard and height setback encroachments, height, or off-street parking would be difficult to support, since there are no adverse topographic conditions that prevent compliance with the zoning code. Although the applicant indicates that a variance is necessary to allow division of ownership, i.e., to condominium ownership, that is not a reason for variance approval.

7. There are unusual circumstances that support the proposal. Dwelling use has been maintained in 2 separate structures since 1936, prior to the Comprehensive Zoning Code (CZC) density limits, established in 1969, and the LUO density limits established in 1986. The lot area deficiency for 2 single-family dwellings would be 25 percent, which is excessive. However, the zoning code allows repairs, alterations, and expansion of the nonconforming single-family dwellings, but not reconstruction. The lot lacks only 10 square feet for a 2-family dwelling, which is a minute amount. The proposal is not contrary to the purpose of the zoning code and a variance is a reasonable solution, since it would decrease nonconformity.
8. The request would not alter the essential character of the neighborhood. A significant number of lots in the area are only 4,000 square feet, and the density is greater than what is ordinarily found in the R-5 District. The request should not have an adverse impact on the neighborhood, since other LUO regulations, including off-street parking, yard setbacks, and lot coverage must be met. Nevertheless, density should be limited to a 2-family detached dwelling at the time of reconstruction, since greater density would be contrary to the purpose of the R-5 zoning.

III. CONCLUSIONS OF LAW

1. There is evidence that the applicant would be deprived of a reasonable use of the land or building if the provisions of the zoning code were strictly applied.
2. The request of the applicant is due to unique circumstances and not to general neighborhood conditions, and it does not question the reasonableness of the neighborhood zoning.
3. The request will not alter the essential character of the neighborhood nor be contrary to the intent and purpose of the zoning ordinance.

IV. DECISION AND ORDER

Pursuant to the foregoing Findings of Fact and Conclusions of Law, the Director of Land Utilization hereby APPROVES the application for a variance to allow a two-family dwelling on a R-5 Residential zoning lot that lacks the minimum 7,500-square foot lot area, which exceeds the maximum density, subject to the following conditions:

1. The use of the lot shall be restricted to a two-family detached dwelling unit, as defined in the Land Use Ordinance, at the time of reconstruction of one or both of the single-family dwellings. No lodging unit shall be permitted. The applicant shall submit a draft covenant for review and approval by the Director of Land Utilization, agreeing to this condition. The covenant shall recite all of the other conditions of variance approval. Upon approval of the covenant, it shall be filed with the Bureau of Conveyances and/or the Assistant Registrar of the Land Court of the State of Hawaii as provided by Ordinance No. 4349, and a certified copy of the covenant shall be filed with the Department of Land Utilization prior to the issuance of a building permit.
2. The two-family dwelling shall meet all other zoning code regulations, including yard and height setbacks, building area, and off-street parking requirements.
3. This variance may be revoked by the Director when, due to a material change in circumstances, one or more of the three Charter-required findings of hardship can no longer be made; or when there is a breach of any of the conditions above stated; provided that, for good cause, the Director may amend the above conditions.

Dated at Honolulu, Hawaii, this 6th day of November, 1996.

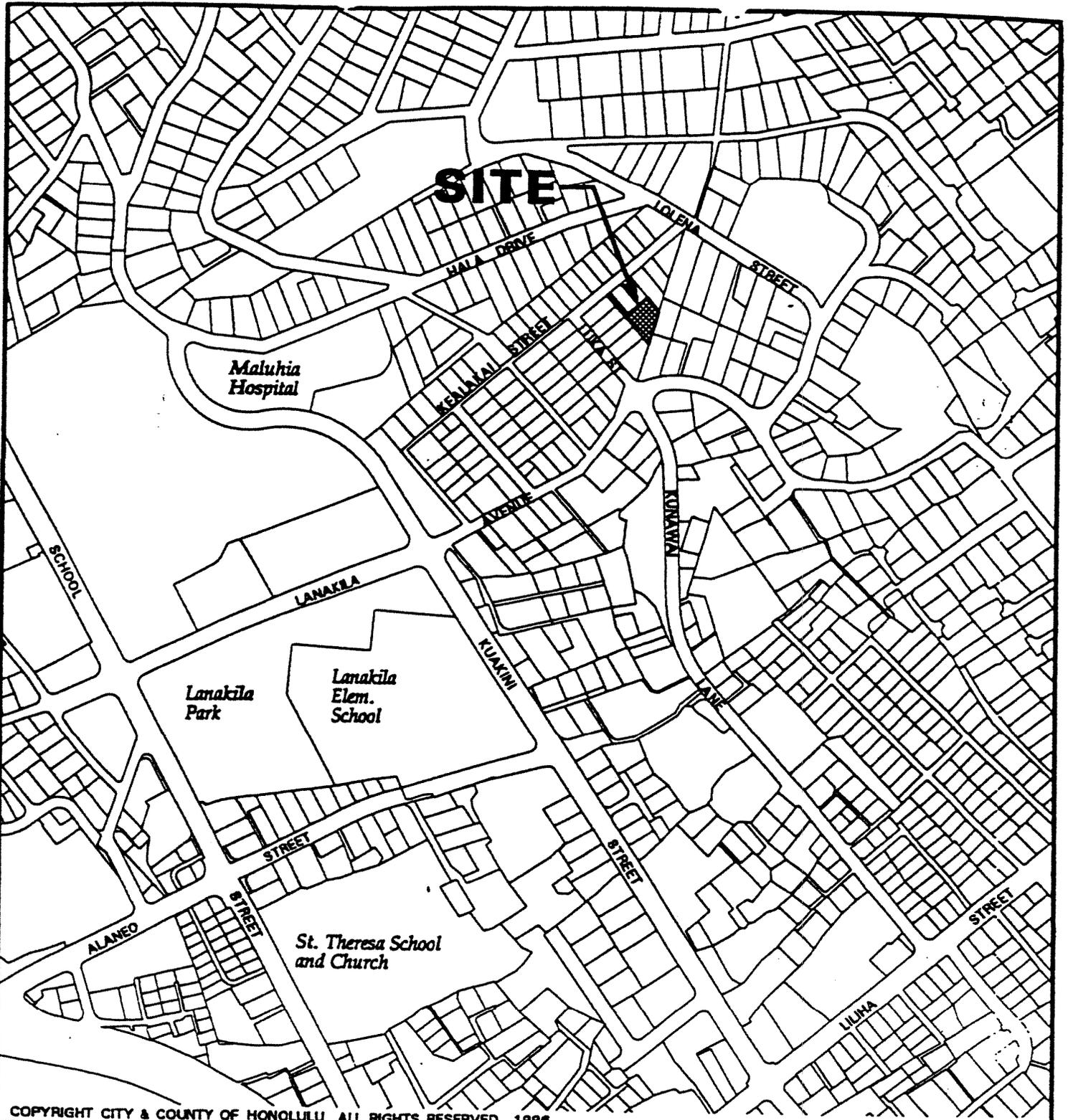
DEPARTMENT OF LAND UTILIZATION
CITY AND COUNTY OF HONOLULU
STATE OF HAWAII

By

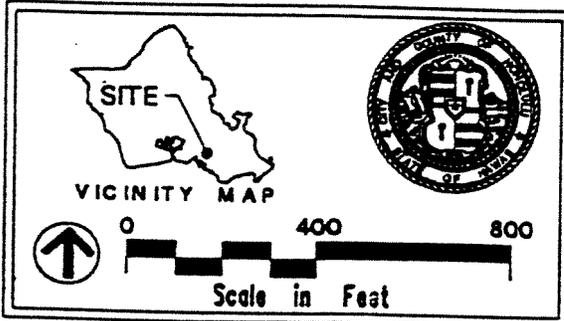


PATRICK T. ONISHI
Director

96var55r.rsy



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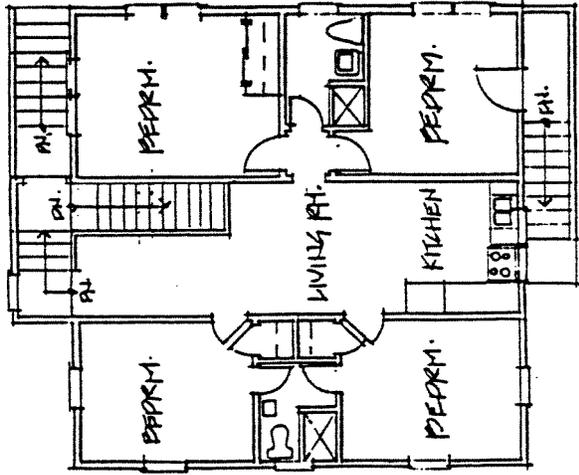
LOCATION MAP KAMEHAMEHA HEIGHTS

TAX MAP KEY: 1-6-10: 09

FOLDER NO.: 96/VAR - 55

Exh. A

EXH. B-2



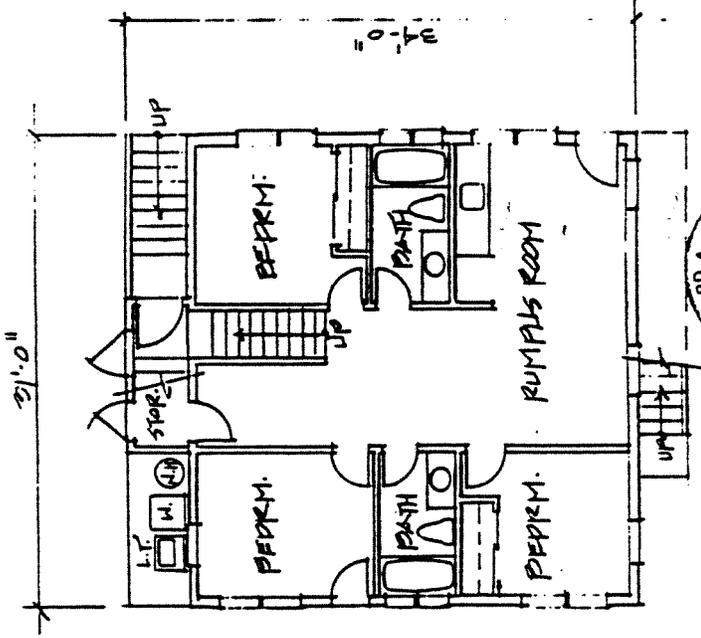
Existing 1933

Dwelling First

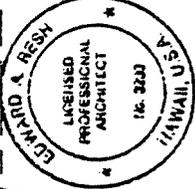
SECOND
SC: 10'-0" x 11'-0"

LIVING AREA = 885 SQ. FT.
STAIRS & HALLWAYS = 110 SQ. FT.

FLOOR PLANS FOR DWELLING "1933"



THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION AND
CONSTRUCTION OF THIS PROJECT
WILL BE UNDER MY OBSERVATION
AS DEFINED BY CHA. 10, PAR. 1-
21 OF THE REVISED LAWS OF
HAWAII 1955.



ERHARD A. RESCH
NO. 3230
HAWAII, U.S.A.

LIVING AREA = 885 SQ. FT. ERHARD A. RESCH

CONDOMINIUM PROPERTY REGIME FOR
"1933" & "1935" KEALAKA STREET
T.M.K. 1-6-10:09

CPR-1

96-123

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION AS DEFINED BY CHAP. 10, PAR. 1-231 OF THE REVISED LAWS OF HAWAII 1955.

Raymond A. Reed

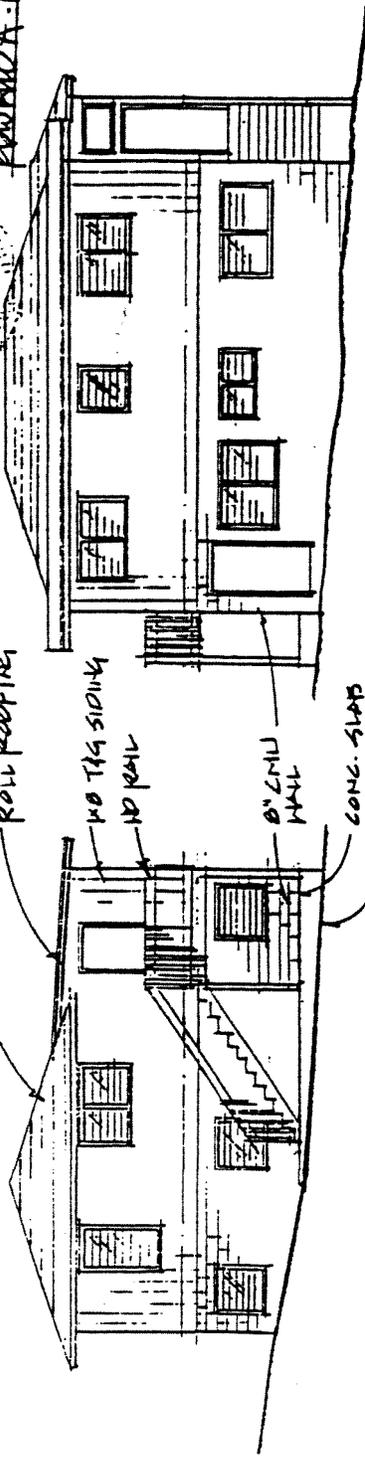


ASPHALT SHINGLES
ROLL ROOFING

NO TIG SIDING
NO RAIL

8" CMU WALL

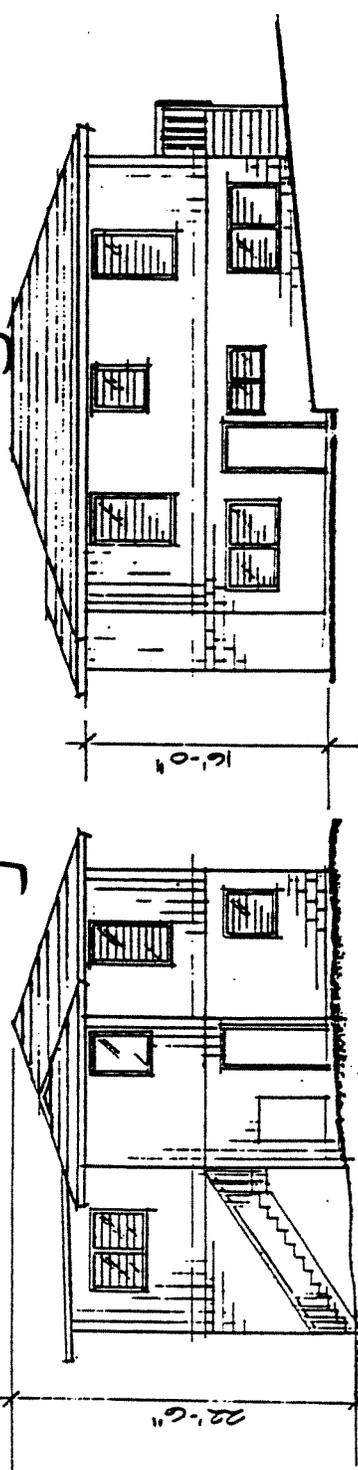
CONC. SLAB DRIVEWAY



FRONT

RIGHT SIDE

Existing 1933 Dwelling



REAR

LEFT SIDE

Exh. B3

EXTERIOR ELEVATIONS FOR DWELLING "1933"

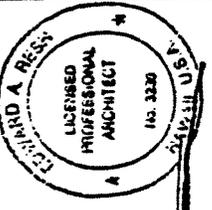
CONDOMINIUM PROPERTY REGIME FOR
"1933" & "1935" KEALAKA STREET
T.M.K. 1-6-10:09

CPR-2

96-123

THIS WORK WILL BE UNDER THE SUPERVISION AND
 OR UNDER THE SUPERVISION AND
 CONSTRUCTION OF THIS PROJECT
 WILL BE UNDER THE SUPERVISION
 AS DEFINED BY CHAP. 10, PAR. 1-
 2N OF THE REVISED LAWS OF
 HAWAII 1935.

Edward A. Reiss



LONDONINIUM PROPERTY RESERVE BR
 "1975" & "1935" KEBUKA STREET
 T.M.K. 1-6-10:09

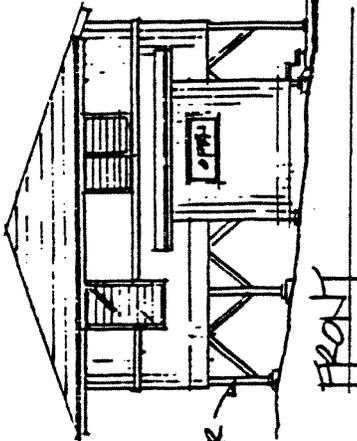
CPR-3

96-183

ASPHALT SHINGLES

1x6 TRG SIDING
 ROOF ROOFING

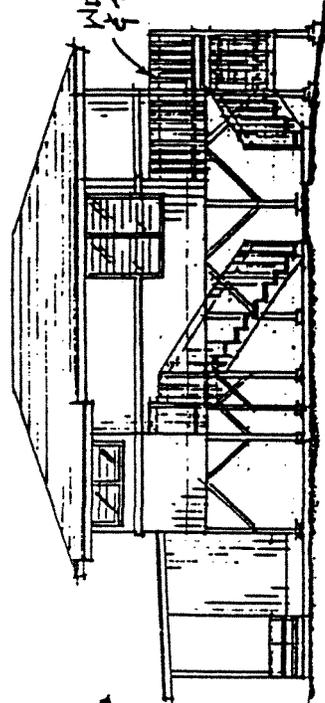
POST & RIER



FRONT

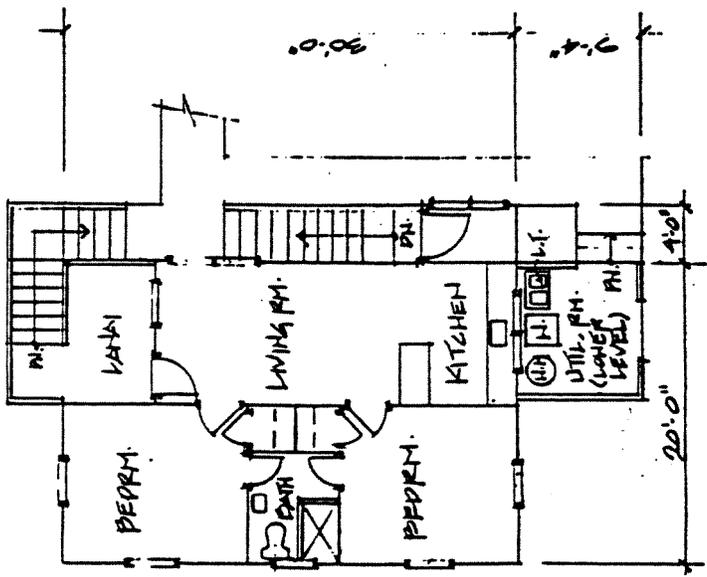
LEFT SIDE

NO. RAILINGS
 & STAIRS



RIGHT SIDE

AREA CALCULATIONS
 LIVING AREA = 506 SF.
 STAIRS & HALLWAYS = 122
 LANAI UTILITY ROOM = 60



REAR
 EXTERIOR ELEVATIONS "Dwelling 1935" FLOOR PLAN

Exh. B-4
 Existing 1935 Dwelling