

JOHN WAHEE
GOVERNOR OF HAWAII



MAY 23 1994

KEITH W. AHUE, CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES

DEPUTES
JOHN P. KEPPELER, II
DONAL L. HANAIKE

REC-111
94 MAY 11 P3 22 STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

(HFC. J. 1
QUALITY

P. O. BOX 621
HONOLULU, HAWAII 96809

REF:OCEA:SKK

AQUACULTURE DEVELOPMENT
PROGRAM
AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
CONSERVATION AND
ENVIRONMENTAL AFFAIRS
CONSERVATION AND
RESOURCES ENFORCEMENT
CONVEYANCES
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
LAND MANAGEMENT
STATE PARKS
WATER AND LAND DEVELOPMENT

MAY 5 1994

FILE NO.: OA-2692
DOC. NO.: 4409

MEMORANDUM

TO: Dr. Bruce S. Anderson, Acting Director
Office of Environmental Quality Control

FROM: KEITH W. AHUE, Chairperson *KAH*
Board of Land and Natural Resources

SUBJECT: Negative Declaration for Repairs, Modifications, and
Additions to a Single Family Residence at Kalihi, Honolulu,
TMK: 1-4-24: 19

The Department of Land and Natural Resources has reviewed the comments received during the 30-day public review period which began on February 8, 1994 and ended on March 10, 1994 in the OEQC Bulletin.

The applicant was asked to respond in writing to all substantive comments submitted during the 30-day review period. Upon review of the applicant's response, the Department has determined that all environmental issues have been adequately addressed in the EA.

The Department has, therefore, determined that this project will not have significant environmental effect and has issued a negative declaration. Please publish this notice in the next OEQC Bulletin.

We have enclosed a completed OEQC Bulletin Publication Form and four copies of the EA (comments attached).

Please call Sam Lemmo of our Office of Conservation and Environmental Affairs at 587-0377, should you have any questions.

Enclosure

cc:

1994-05-23-0A-PEA-Park Single Family Residence

DOCUMENT FOR PUBLICATION IN THE OEQC BULLETIN

TITLE OF PROJECT: Reconstruct and Expand a Single Family Residence
 LOCATION: ISLAND: Oahu DISTRICT: Kalihi
 TAX MAP KEY: 1-4-025: 19

PLEASE CHECK THE FOLLOWING CATEGORIES:

TYPE OF ACTION: AGENCY APPLICANT

Applicable State or Federal Statute:

Chapter 343, HRS Chapter 205A, HRS NEPA (Federal Actions Only)

Type of Document:

Draft Environmental Assessment (Negative Declaration anticipated) Draft EIS NEPA NOP
 Final Environmental Assessment (Negative Declaration) Final EIS NEPA Draft EIS
 Final Environmental Assessment (EIS Preparation Notice) NEPA FONSI NEPA Final EIS

TYPE OF REVISION (if applicable):

Revised Supplemental Addendum Other (please explain)

Prior to general distribution, please submit to OEQC: 4 copies of the Final EA (Negative Declaration or EIS Preparation Notices), 4 copies of the Draft EIS or Final EIS (For Draft and Final EIS's an additional copy is mailed to OEQC.)

PROPOSING AGENCY OR APPLICANT SHOULD SUBMIT COPIES OF THE DOCUMENTS TO THE ACCEPTING AUTHORITY PRIOR TO SUBMITTING COPIES TO OEQC.

ACCEPTING

AUTHORITY: Department of Land and Natural Resources
 ADDRESS: P.O. Box 621
 Honolulu Hawaii 96809
 CONTACT: Sam Lemmo PHONE: 587-0377

PROPOSING AGENCY OR

APPLICANT: Mr. Jack Park
 ADDRESS: 3031-P Nihi St.
 Honolulu, Hawaii 96819
 CONTACT: Mr. Jack Park PHONE: 808 847-3358

CONSULTANT:

ADDRESS:
 CONTACT: PHONE:

COMMENT PERIOD END DATE:

CONDITIONS WHICH TRIGGERED THE EIS LAW, PLEASE CHECK ALL THAT APPLY TO THE PROPOSED ACTION.

<input type="checkbox"/> Use of State or County lands or funds HRS 343-5(a)(1)	<input type="checkbox"/> Use of lands in the Waikiki Special District HRS 343-5(a)(5)
<input checked="" type="checkbox"/> Use of Conservation District Lands HRS 343-5(a)(2)	<input type="checkbox"/> Amendment to a County General Plan HRS 343-5(a)(6)
<input type="checkbox"/> Use of Shoreline Setback HRS 343-5(a)(3)	<input type="checkbox"/> Reclassification of Conservation Lands HRS 343-5(a)(7)
<input type="checkbox"/> Use of Historic Site or District HRS 343-5 (a)(4)	<input type="checkbox"/> Construction or modification of helicopter facilities HRS 343-5(a)(8)

OTHER CONDITIONS:

Use of Special Management Area (City & County of Honolulu)
 Other*

* If the project does not trigger HRS 343, please explain why document is being submitted to OEQC.

SUMMARY of the proposed action or project to be published in the OEQC Bulletin. Please submit it as a summary ready for publication. The description should be brief (300 words or less), yet provide sufficient detail to convey the full impact of the proposed action.

PURPOSE OF PROJECT: Residential addition for owner occupant.
Address: 3031-P Nihi Street, Honolulu HI. 96815. Tax map key: 1-4 25: 19. This residence, the last house on a dead end street, on a sloped lot, was built in 1963. The side next door neighbor, located on Puolani Street, has his residence located higher on the hill than this proposed addition. This proposed addition is to the rear of the existing, leaving a good 19 feet to the rear lot line. The finished project is to blend with the existing neighborhood. The neighbors and neighborhood association approve of the residential addition.

There shall be no adverse affect on the environment, rather an enhancement with the reconstruction and landscaping.

There are no historic or archaeological cultural sites in this area. Existing vegetation is common grass (California grass, weeds, and vines). There are no rare native plants present. The lot size is 2516 sq. ft.

All utilities existing since 1963. There are no:

- A) Underground storage tanks.
- B) The Department of Health has no negative report.
- C) Honolulu Fire Dept. has no report of emergency spillage.
- D) Bureau of Conveyances has no negative environmental past history.
- E) This property is not on the E.P.A. "cerclis" report or history of a site threat.

NOTE: Since the deadline for EIS submittal is so close to the publication date for the OEQC Bulletin, please assist us by bringing the Document for Publication Form and a computer disk with the project description (size 3 1/2" or 5 1/4" disk are acceptable; preferably WordPerfect 5.1 or ASCII text format) to the Office of Environmental Quality Control as early as possible. Thank you.

CONSERVATION DISTRICT
USE APPLICATION

For

Jack E. Park

December 1993

By

Independent Contractor
Architectural Services
3691 Crater Road
Honolulu, Hawaii 96816
Phone: 734-8432

INDEX.....Page No.

PART 1: MASTER APPLICATION

I. LAND OWNER1

II. APPLICANT1

III. TYPE OF PERMIT APPLYING FOR.....1

IV. LAND PARCEL LOCATION REQUESTED.....1

V. ENVIRONMENTAL REQUIREMENTS2-6

 1. Identification of Applicant.....2

 2. Identification of Approving Agencies.....2

 3. Identification of Agencies Consulted.....2

 4. General Description of Actions Technical, Economical,
 Social, and Environmental Characteristics.....3-5

 5. Summary Description of the Effected Environment.....5

 6. Identification and Summary of Major Impacts and
 Alternatives Considered.....6

 7. Proposed Mitigation Measures.....6

 8. Determination.....6

 9. Findings and Reasons Supporting Determination.....6

VI. SUMMARY OF PROPOSED USE6-7

PART 2: INFORMATION REQUIRED FOR ALL USES

I. DESCRIPTION OF PARCEL.....7-8

 A. Existing Structures\Use.....7

 B. Existing Utilities.....7

 C. Existing Access.....7

 D. Vegetation.....7-8

 E. Topography.....8

 F. Shoreline.....8

 G. Existing Covenants, Easements, Restrictions.....8

H. Historic Sites Affected.....	8
II. DESCRIPTION OF ACTIVITIES PROPOSED AND OPERATIONS TO BE CONDUCTED.....	8 - 9
III. COMMENCEMENT DATE AND COMPLETION DATE.....	9
IV. TYPE OF USE REQUESTED.....	9
V. FILING FEE.....	9

PART 3: INFORMATION REEQUIRED FOR CONDITIONAL USE ONLY

I. PLANS.....	9 - 10
A. Area Plan	9
B. Site Plan.....	10
C. Construction Plan.....	10
II. SUBZONE OBJECTIVE.....	10

PART 4: EXHIBITS: (See Attachment)

- A. Building Permit Application
- B. Site Location Map
- C. Existing Building Permit
- D. Photos
- E. Letter from Esther Ueda
- F. Property Deed
- G. Development Plan
- H. State Land Use Map
- I. Zoning Map
- J. Tax Map Key
- K. Conservation District Boundary Intepretation
- L. Subdivision Plan
- M. Architectural Plans

PART 1 : MASTER APPLICATION

June 1993

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
P. O. BOX 621
HONOLULU, HAWAII 96809

DEPARTMENT MASTER APPLICATION FORM

FOR DLNR USE ONLY

Reviewed by _____
Date _____
Accepted by _____
Date _____
Docket/File No. _____
180-Day Exp. _____
EIS Required _____
PH Required _____
Board Approved _____
Disapproved _____
Well No. _____

(Print or Type)

I. LANDOWNER/WATER SOURCE OWNER
(If State land, to be filled in by Government Agency in control of property)

Name Jack E. Park

Address 3031-O Nihi St.

Honolulu, HI. 96819

Telephone No. 847-3358

SIGNATURE Jack E. Park

Date 12/21/93

II. APPLICANT (Water Use, omit if applicant is landowner)

Name Jack E. Park

Address 3031-O Nihi St.

Honolulu, HI. 96819

Telephone No. 847-3358

Interest in Property Owner

(Indicate interest in property; submit written evidence of this interest)

*SIGNATURE Jack E. Park

Date 12/21/93

*If for a Corporation, Partnership, Agency or Organization, must be signed by an authorized officer.

III. TYPE OF PERMIT(S) APPLYING FOR

- () A. State Lands
- () B. Signature of DLNR as landowner for Conservation District Use Application. (NOTE: Signature of an authorized representative of DLNR under this section is not to be construed as an approval or as an application which shall be submitted separately with the appropriate fee.)
- (X) C. Conservation District Use
- () D. Withdraw Water from A Ground Water Control Area
- () E. Supply Water From A Ground Water Control Area
- () F. Well Drilling/Modification

IV. WELL OR LAND PARCEL LOCATION REQUESTED

District Kalihi

Island Oahu

County Honolulu

Tax Map Key 1-4-25:19

Area of Parcel 516 sq.ft.
(Indicate in acres or sq. ft.)

Term (if lease) _____

V. ENVIRONMENTAL REQUIREMENTS

1. Identification of Applicant: The Applicant, Jack Edward Park, is the owner of the subject property. Mr. Park has been a resident of Hawaii since 1982. He purchased the existing residence, in which he was living at the time, on June 15, 1992 (See Exhibit "F"- Property Deed). He is an Electrical Engineer for a local electronics contractor. Social Security No. 559-62-5284.
2. Identification of Approving Agency: The State of Hawaii Department of Land and Natural Resources
3. Identification of Agencies Consulted:
 - A. City and County of Honolulu:
 1. Department of Land Utilization
 2. Building Department
 3. Department of Public Works: Division of Wastewater Management
 4. Board of Water Supply
 5. Land Use Ordinance
 - B. State of Hawaii:
 1. Land Commission
 2. Department of Land and Natural Resources

4. General Description of Actions: Technical, Economical, Social, and Environmental Characteristics: (See Exhibit "A"-Bldg. Permit Application)

- A. Technical: Construction of additional living space and repair existing residential dwelling, which is located in a Horizontal Condominium Property Regime, using standard building materials and practices for the locality (See Exhibit "K"-Subdivision Plan and Exhibit "B"-Site Location Map). The materials include concrete, masonry, wood, and steel. The addition and all changes to the existing dwelling are shown on the structurally engineered architectural plans (See Exhibit "M"). All exterior finishes will be of natural earth tones in harmony with the surrounding environment. Four parking stalls will be provided in the Garage. Fire Protection is provided by the existing City and County provisions for the area. Mr. Park will be the Owner Builder/Occupant of the proposed project (See Exhibit "A"-Building Permit Application).

FLOOR AREA
SQUARE FOOTAGE CALCULATIONS

Existing Dwelling:

Existing Garage	804		
Existing Dwelling (to be repaired)	804		
Existing Total	<u>1608</u>	sq.ft.	1608 sq ft

Proposed Addition:

First Level

Lanai	<u>56</u>		
Sub total	56	sq. ft.	

Second Level

Living Area	800		
Lanai	<u>153</u>		
Sub total	953	sq.ft.	

Third Level

Living Area	697		
Lanai	113		
Lanai	<u>91</u>		
Sub total	901	sq.ft.	

Proposed Addition

Total	1910	sq.ft	1910 sq.ft
-------	------	-------	------------

TOTAL

3518 sq.ft.

LOT SIZE

2516 sq.ft.

- B. Economical: Creation of, work in the Construction industry, producing a real-estate property value increases in the vicinity, a private residence with a view.
- C. Social: The property is located at the end of the private road. Consideration has been taken as such that the construction of this project will not restrict public access to the adjacent state land or obstruct any public view plane (See Exhibit "D"-Photographs-Photo. No.1). A public hearing of the proposed project will be advertisement in the local newspaper's classified section for the required period to inform all those concerned. The Homeowners Association has given its approval of the project. The proposed addition to the property will create a single family residential environment suitable for the dwelling of a family.
- D. Environmental: The Construction materials and methods to be incorporated were selected having been seen as the most environmentally friendly solution. All exterior finishes will be of natural earth tones in harmony with the surrounding environment. No ground cover will be removed except to facilitate the installation of the foundation footings (See Exhibit "M"-Architectural Plans).
5. Summary Description of the Effected Environment: The process of Constructing the proposed project will temporarily, effect the neighborhood with increased noise levels due to sawing and pounding, effect the ground and flora in the immediate area due to the additional foot traffic, stockpiling of building materials, and the installation of footings. After construction, the new building will span over existing ground, supported by post and pier foundation which will sit directly on the ground, effecting the immediate open space, ground, and flora. Construction of the proposed residence will not significantly effect the view of the mountain side being that there are two other dwellings that are higher up on the mountain side and appear much bigger than our proposed addition would, lessening the effect that the inherent slim

profile of the proposed addition has (See Exhibit "D"-
Photographs-Photo. No.1).

6. Identification and Summary of Major Impacts and Alternatives Considered: Due to consideration in the planning of this project along with the proposed mitigation measures we feel that we are proposing a project in which there are no major impacts.
7. Proposed Mitigation Measures: The increased noise levels due to the construction process will be mitigated by the use of sound deflection walls and work will be limited to 8 am.- 6 pm. Monday through Friday.
The erosion runoff will be mitigated by limiting the construction process to non-rainy times of the year.
A hose will be set up to wet down any dusty areas which may produce air born particles during windy periods.
The impact on the flora will be mitigated by revegetating the effected areas to the status quo by cultivation and nourishment within thirty days after the construction process is complete, blending the man-made environment with the natural environment.
The impact of the physical dwelling on the open space is mitigated by building the dwelling up off the ground creating a more open air feeling, decreasing the impact on the open space. By using natural earth tones and textures for all exterior finishes, the appearance of the dwelling, will harmonize with its surrounding environment.
8. Determination: No significant environmental effects.
9. Findings and Reasons Supporting Determination: Because the project will develop the Resource subzone under proper management to ensure sustained use of the natural resources of the area. Because the project has been properly researched and prepared to avoid any unforeseen problems and to assure an environmentally safe and friendly project. Because all significant impacts have been mitigated by the proposed measures, any deviation to the objectives of the Resource subzone does not result in any significant adverse affect to the environment. Finally, the proposed project will not create any major impacts.

VI. SUMMARY OF PROPOSED USE: Detached Single Family Residence as part of a Horizontal Condominium Property Regime.

PART 2: INFORMATION REQUIRED FOR ALL USES:

I. DESCRIPTION OF PARCEL: Legal Description (See Exhibit "F"-Property Deed)

A. Existing Structures\Use: The existing structure is building No.16 of an existing 19 building Horizontal Property Regime with a Homeowners Association (See Exhibit "B"-Site Location Map) The existing single story, single family dwelling consisting of three bedrooms, one bathroom, a dining area, a kitchen and a one car garage. It is a single wall structure on a masonry foundation. The construction materials and methods are typical of this region. The hip roof is built at a 4/12 slope and covered with composition asphalt shingles (See Exhibit "M"-Architectural Plans). The existing dwelling was built in January of 1963 (See Exhibit "C"-Building Permit Application) The dwelling is at this time occupied by renters.

B. Existing Utilities:

1. H.E.C.O. metered 100 amp. above ground electrical service routed through service panel breakers.
2. Board of Water metered 5\8" dia. water supply line.
3. Hawaiian Tel. single line telephone service.
4. Wastewater is connected to the City and County sewer system.

C. Existing Access: (See Exhibit "L"-Subdivision Plan). The existing access road is an all weather, asphaltic concrete, private road beginning at Nihi Street. The project site is located

at the end of the private road. The road is twenty feet wide and is maintained by Nihi Gardens Condominium Land Owners.

D. Vegetation: The vegetation on the property consists mostly of California Grass, small shrubs and a monkey pod tree. The area of the proposed addition consists mostly of California Grass and bare rock. The remaining landscape will remain as is, no landscaping will be required except to reinstate the status quo. There are no rare or native plants on the site (See Exhibit "D"-Photographs).

E. Topography: (See Architectural Plans) The property is in a mountainous area. There are no cliffs, depressions or water ways on the property. The slope exceeds 40% in some areas.

F. Shoreline: There is no shoreline area.

G. Existing Covenants, Easements, Restrictions: The State of Hawaii Land Use Office determined on July 22, 1993, that this property is located in the conservation district. This determination was in response to the applicants request for a building permit, initiated May 5, 1993. Prior to this recent boundary interpretation, the property was not recorded in the conservation district.

There is an existing easement along the southern side of the property for a foot path (See Exhibit "M"- Architectural Plans, Sht.1-Plot Plan)

H. Historic Sites Affected: There are no historical sites recorded on the State or Federal Register, or visible on the site. This information was obtained from the office of Hawaii State Department of Land and Natural Resources, Historic Preservation Division.

II. DESCRIPTION OF ACTIVITIES PROPOSED AND OPERATIONS TO BE CONDUCTED: The Proposed activity involves the partial rebuilding and addition to the existing single family dwelling (See Architectural Plans). The dwelling will remain a single family dwelling to be occupied by the owner and his family. The construction operations are:

1. Vermin treatment by a professional exterminator.
2. Removal and replacement of weather and insect damaged structural materials to the existing residence.
3. Shoring and crossbracing throughout all phases as required.
4. Concrete and masonry work (footings and walls).
5. Rough carpentry (walls and roof).
6. Roofing, siding, window and exterior door installation.
7. Utility installation (electric, plumbing and telephone).
8. Drywall application and finish.
9. Cabinet, counter top and appliance installation.
10. Plumbing and electrical fixture installation.
11. Finish carpentry (hang doors and trim)
12. Interior and exterior paint.
13. Carpet and floor covering installation.

III. COMMENCEMENT DATE: 6 months. after final approval.
COMPLETION DATE: 1 yr. later.

IV. TYPE OF USE REQUESTED:

A. Conditional Use: Resource subzone.

B. Area of Proposed Use:

- | | |
|-----------------------------------|---------------|
| 1. Existing Footprint: | 641 sq.ft. |
| 2. Proposed Additional Footprint: | 1,584 sq. ft. |
| 3. Total Proposed Footprint | 2,225 sq. ft. |

C. Name & distance of nearest town or landmark: Kalihi - .5 mi.

D. Conservation District Subzone: Reservation (See Exhibit "H"- State Land Use Map and Exhibit "K"-Conservation District Boundary Interpretation)

E. County General Plan Designation: Preservation (See Exhibit "G"-Development Plan)

V. FILING FEE: The filing fee of \$50.00 is included in check form.

PART 3: INFORMATION REQUIRED FOR CONDITIONAL USE ONLY

I. PLANS:

- A. Area Plan: (See Exhibit "I"-Zoning Map).
- B. Site Plan: (See Exhibit "M"-Architectural Plans).
- C. Construction Plan: (See Exhibit "M"-Architectural Plans).

II. SUBZONE OBJECTIVE: The objective of this subzone is to develop, with proper management, areas to ensure sustained use of the natural resources of those areas. All aspects of this project have been thoroughly thought out and are pre-planned, focused on the development of this property with the use of proper management to protect the natural resources of the area.

CONDITIONS WHICH TRIGGERED THE EIS LAW. PLEASE CHECK ALL THAT APPLY TO THE PROPOSED ACTION.

- | | |
|--|--|
| <input type="checkbox"/> Use of State or County lands or funds
HRS 343-5(a)(11) | <input type="checkbox"/> Use of lands in the Waialae Special District
HRS 343-5(a)(15) |
| <input checked="" type="checkbox"/> Use of Conservation District Lands
HRS 343-5(a)(12) | <input type="checkbox"/> Amendment to a County General Plan
HRS 343-5(a)(16) |
| <input type="checkbox"/> Use of Shoreline Setback Area
HRS 343-5(a)(13) | <input type="checkbox"/> Reclassification of Conservation Lands
HRS 343-5(a)(17) |
| <input type="checkbox"/> Use of Historic Site or District
HRS 343-5(a)(14) | <input type="checkbox"/> Construction or modification of helicopter facilities
HRS 343-5(a)(18) |

OTHER CONDITIONS:

- Use of Special Management Area (City & County of Honolulu)
- Other* _____

* If the project does not trigger HRS 343, please explain why document is being submitted to OEOC.

SUMMARY of the proposed action or project to be published in the OEOC Bulletin. Please submit it as a summary ready for publication. The description should be brief (300 words or less), yet provide sufficient detail to convey the full impact of the proposed action.

PURPOSE OF PROJECT: Residential addition for owner occupant. Address: 3031-P Nihi Street, Honolulu, HI 96815. Tax map key: 1-4-25:19. This residence, the last house on a dead end street, on a sloped lot, was built in 1963. The side next door neighbor, located on Puolani Street, has his residence located higher on the hill than this proposed addition. This proposed addition is to the rear of the existing, leaving a good 19 feet to the rear lot line. The finished project is to blend with the existing neighborhood. The neighbors, and neighborhood association approve of the residential addition.

There shall be no adverse affect on the environment, rather an enhancement with the reconstruction and landscaping.

There are no historic or archeological cultural sites in this area. Existing vegetation is common grass (California grass, weeds, and vines). There are no rare native plants present. The lot size is 2516 sq. ft.

All utilities existing since 1963.

There are no:

- A) Underground storage tanks.
- B) The Department of Health has no negative report.
- C) Honolulu Fire Dept. has no report of emergency spillage.
- D) Bureau of Conveyances has no negative environmental past history.
- E) This property is not on the E.P.A. "cerclis" report or history of a site threat.

NOTE: Since the deadline for EIS submittal is so close to the publication date for the OEOC Bulletin, please assist us by bringing the Document for Publication form and a computer disk with the project description (size 3 1/2" or 5 1/4" disk are acceptable; preferably WordPerfect 8.1 or ASCII text format) to the Office of Environmental Quality Control as early as possible. Thank you.

DOCUMENT CAPTURED AS RECEIVED

**BUILDING DEPARTMENT
CITY AND COUNTY OF HONOLULU
BUILDING PERMIT APPLICATION**

Permit No. F
 T

APPLICANT FILL IN AREA BELOW

Owner: Jack Park 847-3358
 Owner's Address: 3031-0 NIHI ST.
 Construction Site Address: SAME
 Plan Maker: ROSCOE FORD 3731-5
 Address: 623-0710
 Contractor: _____
 Address: _____
 Electrical Contractor: _____
 Address: _____
 Plumbing Contractor: _____
 Address: _____

FOR BUILDING DEPARTMENT USE

ZONE	SEC	PLAT	PARCEL	LOT NO	LOT AREA
1	4	25	19		198,982.54 SQ. FT.

Occupancy Group: _____
 Accepted Value: \$ _____
 Permit Fee: \$ _____
 Plan Review Fee No. _____
 Plan Review Fee _____
 Balance Due _____

TYPE OF CONSTRUCTION		NO. OF STORIES		Flood Hazard Dist.	D, X
MINIMUM	ACTUAL	EXISTING	FINAL		
			3		C <input type="checkbox"/> E <input type="checkbox"/>

FLOOR AREA (SQ. FT.)
 Existing _____ New _____ Total _____
 Name of Project: _____
 REMARKS: _____

DESCRIPTION OF WORK TO BE DONE
RECONSTRUCTION & ADDITIONS
 TO EXISTING DWELLING

ZONING AND LUD DATA
 ZONE (Use District): R-1.5/P-1 SETBACKS: ROAD WIDENING _____
 DP DESIGNATION: RES/PRES SHORELINE N
 SLU DESIGNATION: URBAN/CONSV SMA N
 SDO or HCSD: N STRUCTURE CODE: _____
 PUBLIC FACILITIES: _____
 REMARKS: _____

Proposed Use: SFD Floor Level: 3

WORK WILL ADD DELETE

RESIDENTIAL UNITS	_____ Total	_____ Total
HOTEL ROOMS	_____ Rooms	_____ Rooms

Estimated Market Value of Work: \$70,000

NATURE OF WORK

1 <input type="checkbox"/> New Bldg.	5 <input checked="" type="checkbox"/> Alteration	10 <input checked="" type="checkbox"/> Electrical
2 <input type="checkbox"/> Foundation Only	6 <input type="checkbox"/> Repair	10a <input type="checkbox"/> Electrical meter only
3 <input type="checkbox"/> Shell Only	7 <input type="checkbox"/> Demolition	11 <input checked="" type="checkbox"/> Plumbing
4 <input checked="" type="checkbox"/> Addition	8 <input type="checkbox"/> Fence	12 <input type="checkbox"/> Other
	9 <input type="checkbox"/> Retaining Wall	

APPROVAL OF OTHER AGENCIES (ROUTE AS INDICATED)

AGENCY	SIGNATURE	DATE
CITY AND COUNTY		
LAND UTILIZATION DIV. OF ENGINEERING		
Lot Grading		
Drainage/Highway		
<input checked="" type="checkbox"/> DIV. OF WASTEWATER MGMT.	<u>McRoberts</u>	<u>5/14/93</u>
FIRE DEPT.		
TRANSPORTATION		
<input checked="" type="checkbox"/> DIV. OF WATER SUPPLY	<u>Bob</u>	<u>5/14/93</u>

SIDEWALK, CURB, AND DROP DRIVEWAY EXISTING

Construct _____ of Conc. A.C. SIDEWALK
 Reconstruct _____ of Lava Rock Conc. CURBING
 _____ of R.C. A.C. DRIVEWAY

Please notify this office at least 24 hours before starting work.
 Phone 523-4278.

TO REMAIN AND SFD

STATE OF HAWAII

HEALTH DEPT.		
LAND & NATURAL RESOURCES		
<input checked="" type="checkbox"/> LAND USE COMMISSION		

SEWAGE DISPOSAL New Existing Not Applicable

METHOD

1 <input checked="" type="checkbox"/> Public Sewer	2 <input type="checkbox"/> Aerobic Unit	3 <input type="checkbox"/> Cesspool
4 <input type="checkbox"/> Private Sewage Treatment Plant		
5 <input type="checkbox"/> Other (Specify)		

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City and County ordinances and State laws regulating building construction.

SIGNATURE (OWNER OR AGENT): James E. Paik DATE: 5/14/93
 IDENT. PRINT NAME: James Kane AGENT'S TEL. NO.: 668-4545

EXHIBIT 'A'

BUILDING PERMIT APPLICATION

NOTE: SEPA/ELEC/PERS. POST THIS I OF 10 DAYS VIOLE PLUSE

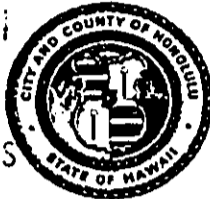
Cee

PLANNING DEPARTMENT
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET
HONOLULU, HAWAII 96813

FEB 3 11 11

FRANK F. FASI
MAYOR



DEPARTMENT OF LAND AND NATURAL RESOURCES
STATE OF HAWAII

ROBIN FOSTER
CHIEF PLANNING OFFICER

ROLAND D. LIBBY, JR.
DEPUTY CHIEF PLANNING OFFICER

TH 1/94-2986

February 1, 1994

S

The Honorable Keith W. Ahue, Chairperson
Board of Land and Natural Resources
Department of Land and Natural Resources
State of Hawaii
P.O. Box 621
Honolulu, Hawaii 96809

Dear Mr. Ahue:

Conservation District Use Application (CDUA)
File No. OA-12/27/93-2692 for Reconstruction
and Expansion of a Single-Family Residence,
Kalihi District, Honolulu, Hawaii, TMK: 1-4-025: 19

DLNR
OFFICE

94 FEB 3 AM 10:20

RECEIVED

In response to your letter of January 18, 1994, we have reviewed the subject CDUA and offer the following comments:

The project site including the existing dwelling is designated Preservation on the Primary Urban Center Development Plan Land Use Map. Generally, such lands are deemed important to protect natural or scenic resources, or include areas not normally adaptable or presently needed for urban use. Therefore, expansion of urban uses should be discouraged.

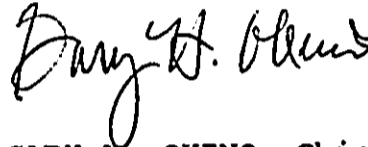
Consideration should be based on the proposed project's impact on the surrounding area and its compatibility with the purpose of the Conservation District and the surrounding neighborhood. Furthermore, public benefit should be demonstrated as a criterion for approval of development of lands in the Conservation District.

The Honorable Keith W. Ahue, Chairperson
Board of Land and Natural Resources
February 1, 1994
Page 2

Thank you for the opportunity to comment on this matter.
Should you have any questions, please contact Tim Hata of our
staff at 527-6070.

Sincerely,

ROBIN FOSTER
Chief Planning Officer



By

GARY H. OKINO, Chief
Community Planning Division

GHO:js

March 7, 1994

Mr. Samuel J. Lemmo
Planner, State of Hawaii
Department of Land and Natural Resources
1151 Punchbowl Street, Room 131
Honolulu, Hawaii 96813

Dear Mr. Lemmo,

SUBJECT: Jack Park
3031-P Nihi Street
Honolulu, Hawaii 96819
TMK: 1-4-25:19

We, the residents/homeowners and members of the Board of Directors for Nihi Gardens Association, are not in agreement nor have we given full approval for the above application.

We are nineteen homeowners/occupants of the Nihi Gardens Tract. Of the nineteen homeowners, there are three renters and sixteen homeowner/occupants (applicant, Jack Park, owns 2 units, one he occupies and the other he rents).

We have grave concerns that need to be addressed regarding the applicant's request to build additional living areas to the existing home identified as Unit P , #16.

We will be referring to several documents in this letter and have identified them as follows:

Exhibit A	-	Declaration of Owner
Exhibit B	-	By-laws of Association
Exhibit C	-	House Rules of Nihi Gardens
Exhibit D	-	City and County of Honolulu Department of Land Utilization
Exhibit E	-	Map of Existing Dwelling/Proposal
Exhibit F	-	Nihi Garden Tract Map

See highlighted areas of each document.

The applicant owns two units, O and P, in the Nihi Gardens Tract. The applicant resides in Unit O. Unit P is being rented. Unit P is the home in question. The applicant purchased Unit P in June 1992 and has been renting said unit since that time. The applicant has always resided in Unit O and has been renting the lower level of this unit. He has never lived in Unit P.

194 MAR 10 PM 3:13
D. J. ...
SEA

Nihi Gardens Tract
March 7, 1994
Page 2

According to the Conservation District Boundary Interpretation Map, Unit P, #16, (Exhibit E) shows the existing home is on the roadway which was originally a turn-around area for residents or visitors. Unit P is the smaller of all the other nineteen homes because that area was first designated as a turn-around for cars.

If the applicant intends to construct additional living areas to the existing home, the applicant's home design should conform with other neighboring homes in Nihi Gardens Tract.

If the applicant repairs the existing home, Unit P, the Nihi Gardens Association would allow him to keep the turn around area. However, if he decides to redesign the existing home for a four car garage or further extension of the home, the association feels he needs to return the turn around area back to the Nihi Gardens tract. This is contingent on his design/plans for the unit.

Our Nihi Gardens Association consists of nineteen apartment-cottages, a condominium project under Horizontal Property Regime which begun in 1965. All nineteen apartment-cottages were of the same design: 836 square feet of living area with a garage underneath. Unit P is the only exception 804 square feet of living area. How can Unit P with an 2516 square foot area be replaced with 3518 square foot home? Is the applicant using the nineteen homeowners portion of conservation land?

The Association By-laws, Article V, Obligations of the Owners, Section 2, Fire Insurance, page 10, states: "immediate repair, restoration, or replacement of the apartment-cottage (is) in accordance with its original plans and specifications, or, if approval is first obtained in writing from the Association of Apartment-Cottage owners, in accordance with revised or other plans and specifications.

The officers of the association was presented a letter by the applicant advising of construction repair, rebuild, addition to his home, Unit P. Also advising construction may cause some related daytime inconvenience such as noise, dust, and vehicle traffic. Applicant says will try his best to conserve on dust, noise, traffic and all concerns; and if existing street cracks are worsen, applicant will repair at his expense. No officer of the association signed his letter nor are in approval of his

Nihi Gardens Tract
March 7, 1994
Page 3

application. We all agree, however, that Unit P is in dire need of repair but are concerned with his proposed addition to the unit.

According to the Conservation District Use Application, it states on page 6 that the proposed project has NO major impacts and has found no significant environmental effects. It is unfortunate that no study was initiated on water flow during rainfalls in our area.

During rainy days, there is an overflow of rain water from the backside of projected Unit P which runs into Unit Q and on the roadway. Above Unit P and Unit Q there is an uncapped artesian well that spouts water six-seven feet into the air when it is full. Behind Unit Q, runs a much larger stream of water, moreso, with the overflow from Unit P.

With additional levels being projected for Unit P, the grading of the land will impact waterflow for the neighboring units. We disapprove the project until a waterflow study is implemented to the satisfaction of the association.

The Nihi Gardens Tract is a single-family dwelling. We are concerned with this proposed project which would impact the area with traffic, people, and infrastructures (sewer, cable, electric and telephone).

We hope you will take into consideration the concerns that the Nihi Gardens Association have presented through these two communications.

We thank you for giving us the opportunity to present our concerns. If you have any questions, please feel free to direct your call to Claudia Harris at 527-5711.

Respectfully yours,

Claudia Harris

Claudia Harris, Vice-president
Nihi Gardens Association
3031-G Nihi Street
Honolulu, Hawaii 96819

March 7, 1994

To: Samuel J. Lemmo
Planner, State of Hawaii
Department of Land and Natural Resources
1151 Punchbowl Street, Room 131
Honolulu, Hawaii 96813

From: Concerned Homeowner of Nihi Gardens Tract

Subject: Conservation District Use Application for
Jack E. Park
3031-P Nihi Street
Honolulu, Hawaii 96819
TMK: 1-4-25:19

The following are items that I feel needs to be addressed when reviewing the conservation district use application for the above requestor:

1. SOIL STABILITY

Is there a soils engineering report which states the ground is stable enough to hold a structure of this size? Unit R built a 3-foot rock wall several years ago with the soil now at the same level of the rock wall due to erosion. Further evidence of this on-going erosion is the run-off water is colored brown indicating the presence of soil.

2. BOULDERS

Can the hillside withstand the actual construction itself? Many boulders do not appear to be stable enough to withstand drilling, digging, backhoes, etc. As pointed to the Nihi Gardens Board of Directors several years ago, there is a large boulder between Units P and Q that begun breaking away from its base with the gap at the top getting larger each year. In addition, another boulder in the immediate area is now being braced by steel poles. Can the many boulders on the hillside itself withstand this construction and not become dislodged or loosened to potentially cause damage to other homes at Nihi Gardens?

3. WATER FLOW

What type of drainage system has been incorporated into the building plans? At the present time, there seems to be four major arterials on Nihi Gardens common area which impacts all homeowners. Those most heavily impacted are Units P, Q, R, and S. Will the new structure alleviate all water problems at Unit P by having its present water flow forced on to the adjacent properties?

The four major arterials are behind Unit R, one is between Unit P and Q, another between Q and P and one in-line with Unit P.

The arterial between Unit Q and P is "V" shaped (fork) which causes half of the water flowing in the direction of Unit P. Because of natural high-rise boulders above Unit P, most of the water flow is kept away from our homes.

There is a very old swill above Unit P that now handles most of the water from the arterial along with the fork as well as the rest of the water from the other arterial directly behind Unit P. Both the swill and the high-rise boulders existence are in jeopardy with this project.

With the high-rise boulders gone and the swill taken away, additional water will be sent "gushing" down the hill and everyone will be affected.

Unit R and S have swills and Unit Q has a drainage pipe to veer off most of the present run off but all are at full capacity. Excess water then flows down the street impacting everyone further down the street.

If permission was given to Mr. Park to install a drainage pipe between Units P and Q, the palm trees would have to be removed which helps hold the soil in place and absorb most of the water flow in the area. Another alternative would be to pipe the water across the street which would then heavily impact Unit K and other homes further down the street. The bottom line is that no one can withstand any more water flow than what we presently have.

Nihi Gardens Tract
March 7, 1994
Page 3

5. FIDUCIARY RESPONSIBILITY

Hopefully, you will keep this responsibility in mind when reviewing Mr. Park's application. Regretfully, this responsibility seems to have been overlooked when the blueprints for the original development were approved without a drainage ditch on the hillside. All homeowners on the bottom of the hill (3031 through 3031 A-H) are protected from water runoff by a large drainage ditch running parallel to the street. This ditch is on the same hill/mountain as Nihi Gardens.

6. TRAFFIC/CARS

As Mr. Park is a single man whose family is on the mainland, it is difficult to envision why he would want a 3,500+ home. For this matter, Mr. Park has been living in Unit O since the day of purchase, and has had the benefit of renting the lower level of said unit.

He is planning a four-car garage which, at least, one of the parking spaces would be taken by vehicles presently being parked adjacent to Unit O. If his family were to move in with him, all parking spaces would potentially be filled. We would then be faced with more traffic than ever as well as increasing ongoing problems of visitors parking on the street. If this were to happen, it would virtually be impossible for us to use the top of the hill as a the turn-around as was originally planned prior to Unit P being built.

Exhibit A

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

DELIVERY BY: MAIL () PICKUP ()

DECLARATION OF OWNER SUBMITTING
PROPERTY TO THE HORIZONTAL PROPERTY REGIME ACT

KNOW ALL MEN BY THESE PRESENTS:

That HERMAN K.F. YAP, unmarried, of Honolulu, City and County of Honolulu, State of Hawaii, the owner of that certain parcel of real property hereinafter described, as evidenced by deed of Alan Yeisuke Higa and Alice Mihoko Higa, dated October 16, 1964, and recorded in the Bureau of Conveyances at Honolulu in Liber 4866, Page 452, and in compliance with Chapter 170-A, Revised Laws of Hawaii 1955, as amended, (Horizontal Property Regime Act), does hereby, by this declaration, submit said property and improvements thereon to the provisions of the Act, and does hereby establish a horizontal property regime with respect thereto.

a. Description of land and project

(1) The land hereby submitted to the provision of the Act is more fully described in Exhibit A, attached hereto and made a part hereof.

(2) The horizontal property regime hereby established on the land described in Exhibit A is known as the "NIHI GARDENS", hereinafter referred to as the "condominium".

(3) The land hereby submitted to the provision of the Act is further divided into twenty-two (22) limited land areas,

also referred to herein as "Limited Areas", as shown on Condominium Map No. 21. The limited areas are more fully described in Exhibits B-1 through B-22, attached hereto and made a part hereof. On Limited Areas 1 through 19 are or will be apartment-cottages. There are 19 apartment-cottages, one on each of Limited Areas 1 through 19. Limited Areas 20 (2.966 acres) and 21 (a sliver of land off Nihi Street) are and will remain open areas. Limited Area 22 is a 24-foot wide, concrete road which starts off from Nihi Street and runs in an S-shape through the entire condominium. Each apartment-cottage will be sold to a purchaser or purchasers who will thereby secure ownership and an exclusive property right thereto and an undivided interest in certain common elements hereinafter described.

b. Apartment-cottage

(1) Each apartment-cottage (one on each of Limited Areas 1 to 19) is numbered to correspond with the number of the Limited Area on which it is situated. Each apartment-cottage consists of and means the structure located in such place on the Limited Area on which it is situated as shown on said condominium map, and the space enclosed or bounded by the horizontal and vertical planes of the outer boundaries of the structure (including the outer boundaries of the foundation), also shown on said condominium map.

(2) Each apartment-cottage is on the ground level and one story high and its structure is of wood and hollow tile. Each is equipped with a gas heater, gas stove and a garbage disposal unit. Each has a kitchen, a living room, a dining room and a bathroom. In addition,

(a) Each apartment-cottage covers approximately 836 square feet in floor space area, and includes three bedrooms.

(b) Apartment-cottages Nos. 1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18 each includes a one-car garage.

(c) Apartment-cottages Nos. 3 and 7 each includes a two-car garage, hardwood flooring, a stainless steel sink and a hood. Apartment-cottages Nos. 4 and 19 each includes a two-car garage. Apartment-cottage No. 17 includes hardwood flooring.

(3) Every deed conveying title to any of the apartment-cottages, may legally describe the apartment-cottage being conveyed by reference to the identifying number of the apartment-cottage as shown on said condominium map.

c. Description of common elements

(1) The land described in Exhibit A. (Apartment-cottages Nos. 1 through 19, although situated on the land, shall not be considered as part of the land.)

(2) The three-foot easement over Limited Area No. 16, as shown on said condominium map.

(3) Central and appurtenant installations for utility service, and all common power, light, gas, water and sewer and other utility pipes, lines, wires and conduits throughout the condominium, not located within the apartment-cottages.

(4) All other elements of the condominium project which are of common use or necessary to its existence, upkeep and safety.

d. Ownership of common elements

(1) Each owner of an apartment-cottage (whether owned jointly or singly) shall own an undivided one-nineteenth (1/19)

interest in the common elements, as tenants in common with all other owners, and, except as otherwise limited in this declaration, shall have the right to use the common elements for all purposes incident to use and occupancy of his apartment-cottage as a place of residence and such other incidental use permitted by this declaration, which right shall be appurtenant to and run with his apartment-cottage.

(2) The undivided interest of each apartment-cottage owner in the common elements shall remain undivided and no owner of an apartment-cottage shall bring any action for partition or division, unless the horizontal property regime hereby created is removed from the provisions of the Horizontal Property Act of the State of Hawaii as therein provided.

(3) The undivided interest of each apartment-cottage owner in the common elements shall not be separated from the apartment-cottage to which it appertains and shall be deemed conveyed or encumbered with the apartment-cottage even though such interest is not expressly mentioned or described in the conveyance or other instrument.

e. Limited common element

Each of the Limited Areas Nos. 1 to 19, inclusive, as shown on Exhibit B and described in Exhibits B-1 to B-19, inclusive, is reserved for the exclusive use of the apartment-cottage which is situated thereon, subject to the rights and easements over, under, along and on the limited area for the purposes hereinafter set forth. That portion of the power, light, gas, water and sewer and other utility pipes, lines, wires and conduits which serves only one apartment-cottage is reserved for

the exclusive use of the apartment-cottage so served.

f. Easements

(1) If any part of the common element encroaches upon any apartment-cottage, or if any part of any apartment-cottage encroaches upon any common element, a valid easement for the maintenance of such encroachment so long as it stands shall exist, and such easement shall run with the land or with the apartment-cottage, as the case may be.

(2) Easements are hereby declared, established and granted, including the right of ingress and egress, for utility purposes, including the right to install, lay, maintain, repair, replace and relocate water, sewer, gas, telephone, electrical and all other utility mains, pipes, lines, conduits and wires, over, under, along and on any part of the common elements.

(3) All such easements and rights described herein are appurtenant to and run with the land and each apartment-cottage, and shall remain perpetually in full force and effect, and shall inure to the benefit of and be binding on the undersigned, his heirs, executors, administrators and assigns, and any owner, purchaser, mortgagee and other persons having interest in the land and any apartment-cottage, or any part or portion thereof.

(4) Reference in any deed to the easements and rights in this declaration shall be sufficient to create, grant or reserve such easement and rights as if fully reserved and described in such deed.

g. Use of apartment-cottage

(1) Each apartment-cottage shall be used only as a place of dwelling and for no other purpose.

(2) Each apartment-cottage owner and occupier shall

abide by the terms of this master deed, by-laws of the Association of Apartment-Cottage Owners and the house rules, as they exist or as they may be amended from time to time.

(3) Each apartment-cottage owner and occupier shall observe, comply with and perform all rules, regulations, ordinances and laws made by the Department of Health and any other governmental authority of the municipal, state and federal governments applicable to the premises.

h. Administration of condominium

(1) The administration of the condominium shall be governed by the by-laws of the Association of Apartment-Cottage Owners, as they may be amended from time to time by the Association.

(2) For purposes of voting on any matter requiring action by apartment-cottage owners, there shall be a total of nineteen (19) votes, one vote for each apartment-cottage, whether owned jointly or singly.

(3) Each apartment-cottage owner shall be charged with and shall contribute a one-nineteenth (1/19) portion of the expenses of administration and of maintenance and repair of the common elements and any other expenses determined by the Association of Apartment-Cottage Owners.

(4) Each apartment-cottage owner is responsible for the maintenance and repair of his own apartment-cottage and of that portion of the utility pipes, lines, wires and conduits which serve his apartment-cottage only. Each owner is also responsible for the maintenance and care of the limited area on which it is situated. Should any owner fail to carry out his responsibilities,

the Association of Apartment-Cottage Owners may effect such maintenance and repairs and add the amount of money expended therefor to the charges assessed against the owner.

(5) No apartment-cottage owner shall be exempt from contributing his share of all expenses assessed or charged against him by waiver or non-use or enjoyment of any of the common elements or by abandonment of his apartment-cottage. All unpaid assessments and charges against an apartment-cottage owner shall constitute a lien on the apartment-cottage with such priority as set forth by statute.

(6) Either Hin Chiu Lau or Herman K.F. Yap is the person to receive service of process. Their place of business is 1320 Kalani Street, Honolulu, Hawaii.

1. Rebuilding, repairing or restoring damaged or destroyed property

(1) Every apartment-cottage owner shall, at his own expense, insure his apartment-cottage against loss by fire and hazards covered by a standard extended coverage endorsement to the extent of its maximum insurable replacement value. In the event of damage or destruction of the apartment-cottage, the owner shall apply the insurance proceeds to the immediate repair, restoration or replacement of the apartment-cottage in accordance with its original plans and specifications, or, if approval is first obtained in writing from the Association of Apartment-Cottage Owners, in accordance with revised or other plans and specifications.

(2) With regard to the common elements, they are all necessary to the use and enjoyment of the apartment-cottages.

Upon damage or destruction of any of these common elements, the Association of Apartment-Cottage Owners shall have it rebuilt, repaired or restored immediately, except upon the vote against such action by seventy-five percent of the owners.

j. Covenants run with the land

All of the covenants, conditions and restrictions contained herein and required to be observed and performed by or imposed upon each apartment-cottage owner constitute covenants running with the land and shall inure to the benefit of all persons who may from time to time be owners of other apartment-cottages.

k. Amendment of declaration

The declaration herein may be amended by the undersigned prior to the sale of any of the apartment-cottages herein described, or by the vote of owners of not less than two-thirds of the apartment-cottages.

IN WITNESS WHEREOF, HERMAN K.F. YAP has executed this Master Deed and Declaration on this 17 day of October, 1964.

Herman K. F. Yap
HERMAN K.F. YAP

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS:

On this 17 day of October, 1964, before me appeared HERMAN K.F. YAP, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Richard M. Co. Lewis
Notary Public, First Judicial
Circuit, State of Hawaii.

My commission expires: July 13, 1965

DOCUMENT CAPTURED AS RECEIVED

Exhibit B

BYLAWS OF ASSOCIATION OF APARTMENT-COTTAGE OWNERS OF NIHI GARDENS, A CONDOMINIUM PROJECT, A HORIZONTAL PROPERTY REGIME

ARTICLE I

Office

Section 1. Principal Office. The principal office of the Association of Apartment-Cottage Owners of Nihi Gardens, a condominium project, shall be maintained at 1322 Kalani Street, Honolulu, Hawaii.

Section 2. Place of Meetings. All meetings of the Association shall be held at 1322 Kalani Street, Honolulu, Hawaii.

ARTICLE II

Association of Apartment-Cottage Owners

Section 1. Annual Meeting. The annual meeting of the Association shall be held during the first calendar month following the close of the Association's fiscal year.

Section 2. Special Meetings. Special meetings may be held at any time upon the call of the President or upon the call of any five owners. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 3. Notice of Meetings. A written or printed notice of every meeting of the Association stating whether it is an annual or special meeting, the authority for the call of the meeting, the place, day and hour thereof, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting at least seven days before the date set for

such meeting. Such notice shall be given to each member in any of the following ways: (a) by leaving the same with him personally, or (b) by leaving the same at the residence or usual place of business of such member, or (c) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association, or (d) by publishing such notice in any newspaper of general circulation in the county wherein the project is located, such notice to be published not less than two times on successive days, the first publication thereof to be not less than seven days nor more than ten days prior to the day assigned for the meeting. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat.

Section 4. Waiver of Notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of this Article. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken.

Section 5. Quorum. At any meeting of the Association the owners of a majority of the apartment-cottage units in said condominium project, present in person or by proxy, shall constitute a quorum, and the concurring vote of a majority of such owners constituting a quorum shall be valid and binding upon the

Association, and upon all apartment-cottage owners, except as otherwise provided by law or these by-laws.

Section 6. Voting. Any person, firm, corporation, trust or other legal entity or a combination thereof, owning any unit in said project duly recorded in his or its name, the ownership whereof shall be determined by the records of the Bureau of Conveyances of Hawaii, shall be a member of the Association, and either in person or by proxy entitled to one vote for each apartment-cottage so owned at all meetings of the Association. Any provision to the contrary notwithstanding co-owners or joint owners shall be deemed one owner entitled to one vote only. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member or if an apartment-cottage is jointly owned then by all joint owners, or if such member is a corporation, by the proper officers thereof, and shall be filed with the Secretary, and unless limited by its terms such authority shall be deemed good until revoked in writing. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any apartment-cottage owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such apartment-cottage shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee holding such apartment-cottage in such capacity. Whenever any such apartment-cottage is owned by two or more jointly according to the records of said Bureau, the vote therefor may be exercised by any one of the owners present in the absence of protest by the other or others.

Section 7. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE III

Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five persons, who shall be elected from among the owners of apartment-cottages.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association.

Section 3. Manager or Management Agent; Employees, Generally. The Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board to perform such duties and services as the Board shall authorize. The duties conferred upon the management agent or manager by the Board of Directors may be at any moment revoked, modified or amplified by the majority of owners in a duly constituted meeting. The Board of Directors may employ any other employee or agents to perform such duties and at such salaries as the Board of Directors may establish. The duties of any of the personnel described herein may include the maintenance, repair and replacement of the common elements. The Board of Directors,

after hiring any of the personnel described herein, shall have the power to remove same, with or without cause.

Section 4. Election and Term of Office. The Directors shall be elected by the Association at its annual meeting. They shall hold office for one year or until their successors have been elected. In any event, the terms of at least one-third of the Directors shall expire annually.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 7. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within one week of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no

order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, addressed to his residence, or by telephone, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and

the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Bonds of Officers and Employees. The Board of Directors shall require that all officers and employees handling or responsible for Association funds shall furnish adequate bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE IV

Officers

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. They shall be elected by the Association at its annual meeting, immediately after the election of the Directors and from the list of Directors so elected.

Section 2. Removal of Officers. At any regular or special meeting duly called, any officer may be removed with or without cause by a majority of the Association members and a successor may then and there be elected to fill the vacancy thus created. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 3. President. The President shall be the

chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the Association members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 5. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association; shall keep the minute book wherein all such minutes shall be kept and all resolutions passed by the Board of Directors and by the Association shall be recorded; shall give all

DOCUMENT CAPTURED AS RECEIVED

notices as provided by these by-laws, and have such other powers and duties as may be incidental to the office of Secretary, given him by these by-laws or assigned to him from time to time by the Directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 7. Auditor. The Association may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested of him by the Association.

ARTICLE V

Obligations of the Owners

Section 1. Expenses, Assessments. Every owner of an apartment-cottage shall contribute prorata toward the expenses of administration of the project, including but not limited to all types of insurance, the cost of operation, maintenance, repair and replacement of all the common elements, according to the total number of apartment-cottage units. The Association shall fix a monthly charge for each unit in an amount sufficient to provide for its prorata share of all such current expenses, reasonable reserves for future expenses of administration and such other expenses as the Association may deem proper, subject to adjustment from time to time as the Association may deem necessary. Such monthly charge shall be due and payable monthly in advance on the first day of every month. The manner of collecting from the apartment-cottage owners their respective monthly charges shall

be determined from time to time by the Board of Directors. Any delinquent charge shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and with such interest shall be a lien on the unit, assessed prior in right to all other charges whatsoever except assessments, liens and charges in favor of the State of Hawaii for taxes past due and unpaid on such unit and payments due under mortgage instruments duly recorded.

Section 2. Fire Insurance. Every apartment-cottage owner shall at his own expense insure his apartment-cottage against loss by fire and hazards covered by extended coverage endorsement to the extent of its maximum insurable replacement value. In the event of damage or destruction of the apartment-cottage, the owner shall apply the insurance proceeds to the immediate repair, restoration or replacement of the apartment-cottage in accordance with its original plans and specifications, or, if approval is first obtained in writing from the Association of Apartment-Cottage Owners, in accordance with revised or other plans and specifications.

Section 3. Maintenance and Repair. (a) Every apartment cottage owner shall at his own expense maintain his own apartment-cottage and the limited area on which it is situated in a reasonably clean and attractive condition. The exterior of the cottage, for example, shall be repainted from time to time, and the yard and area reasonably landscaped. If the Board of Directors determines that the owner has failed to carry out his responsibilities in this regard, it shall so notify the owner. If the owner's failure should continue for an additional 30 days, the Board shall have the right to bring about the desired condition, expending, if necessary, funds of the Association therefor. Any amount so expended shall be added to and considered as part of the monthly charge against the owner, and due and payable on

the first day of the month following notice thereof duly given by the Association to the owner.

(b) All the repairs of internal installations of the apartment-cottage such as water, light, gas, power, sewage, and telephones, shall be at the owner's expense.

(c) An owner shall reimburse the Association for expenditures incurred in repairing or replacing any common element damaged through his negligence.

Section 3. Use of Apartment-Cottages. All apartment-cottages shall be utilized for residential purposes only.

Section 4. House Rules. In order to assure the peaceful and orderly use and enjoyment of the apartment-cottage, the limited area on which it is built, and the common elements, the Association may from time to time adopt, amend, modify and revoke in whole or in part by a two-thirds vote of all members present in person or represented by proxy at any meeting duly called for the purpose such reasonable rules and regulations to be called House Rules governing the conduct of persons on said project as it may deem necessary. Such house rules upon adoption and every amendment, modification and revocation thereof shall be delivered promptly to each apartment-cottage and shall be binding upon all members of the Association and occupants of the apartment-cottages.

ARTICLE VI

Execution of Instruments

Section 1. Instruments Generally. All checks, drafts,

notes, bonds, acceptances, contracts and all other instruments except conveyances with regard to individual apartment-cottages shall be signed by such person or persons as shall be provided by general or special resolution of the Directors, and in the absence of any such resolution applicable thereto such instrument shall be signed by the President or the Vice President and by the Treasurer or Secretary.

ARTICLE VII

Liability of Officers

Section 1. Exculpation. No officer or Director of the Association shall be liable for acts or defaults of any other officer or Director or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own wilful misconduct or negligence.

Section 2. Indemnification. Every Director, officer and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a Director, officer or member of the Association whether or not he continues to be such Director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable

for wilful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such person may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE VIII

Fiscal Year

Section 1. Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Association.

ARTICLE IX

Amendment

Section 1. Amendment. These by-laws may be amended, modified or revoked in any respect from time to time by vote of seventy-five percent of all of the apartment-cottage owners, at a meeting duly called for the purpose, but each one of the particulars set forth in Section 18 of the Horizontal Property Act shall always be embodied in these by-laws. No amendment to the by-laws shall be effective until set forth in an amendment to the declaration and duly recorded in the Bureau of Conveyances or Office of the Assistant Registrar of the Land Court as the case may be.

ADOPTION OF BY-LAWS

The undersigned owner of Nihl Gardens hereby adopts the foregoing as the by-laws of its Association of Apartment-

Directors. In case of dispute over the meaning of any terms therein, the decision of the Board of Directors shall be determinative. The Board of Directors reserves the right to make such other rules from time to time, or to amend the foregoing rules, as may be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all occupants at Nihi Gardens.

Exhibit C

A M E N D E D
HOUSE RULES OF NIHI GARDENS
Effective August 1, 1978

1. No owner or occupant of any apartment-cottage shall interfere with the rights, comforts or conveniences of owners and occupants of other apartment-cottages. Noise, especially in the evenings and early morning hours shall be kept to a minimum. No owner or occupant shall permit any boisterous or rowdy conduct.

2. The common elements, other than the limited area to which an apartment-cottage owner or occupant is entitled to exclusive use, shall not be obstructed or otherwise used by any owner or occupant of any apartment-cottage so as to interfere with the use thereof by owners and occupants of other apartment-cottages.

3. An owner or occupant of an apartment-cottage may enjoy the exclusive use of the limited area on which the apartment-cottage is situated, subject to the easement rights of all co-owners of common elements for the purposes set forth in the Master Deed.

4. No owner or occupant of any apartment-cottage shall post any advertisement or posters of any kind in or on the apartment-cottage, the limited area on which it is situated or on any part of the common elements, except as authorized by the Board of Directors of Nihi Gardens Association.

5. No automobile should be permitted by any owner or occupant of any apartment-cottage to be parked on the roadway. Exception may be made for emergency, maintenance, or delivery type vehicles. No over-night parking on the roadway is permitted. Parking on roadway during daylight and evening hours when necessary should only be permitted when such parking does not interfere with or hinder the entry, exit or passage of other owners or occupants. Each owner or occupant will be responsible for their guests.

6. No part of the common elements and the limited area upon which any apartment-cottage is situated, shall be used as a pasture or as a junk yard or as a place for raising cattle, poultry and the like, or for the disposal of junk, rubbish or trash.

7. No owner or occupant of any apartment-cottage shall burn or permit the burning of trash, rubbish, grass, etc., at any time. All trash and rubbish shall be placed in proper receptacles. Trash and rubbish containing garbage, cans, bottles etc., shall be securely wrapped in bags before being placed in a receptacle. Pet trash (sand, litter bag, etc.) must be wrapped with extra care. All trash and rubbish receptacles shall be maintained in a clean and sanitary condition.

8. No domestic animal shall be kept or permitted to roam about the condominium except within the confines of an occupant's apartment-cottage and limited area. No more than two of any such domestic animals shall be owned or kept by an occupant. All such animals shall be kept in accordance with all applicable statutes, ordinances, rules, and regulations of the State of Hawaii and the City and County of Honolulu. No domestic animal shall be allowed on any common elements except in transit when carried or on a leash. Any domestic animal causing a nuisance or unreasonable disturbance to any occupant at Nihi Gardens shall be permanently removed therefrom promptly upon notice given by the Board of Directors.

9. No owner or occupant of an apartment-cottage shall construct or build fences or walls along the boundaries of the limited area upon which the apartment-cottage is situated, without the approval of the Board of Directors of the Association, and if built, with such approval, the owner or occupant shall maintain such wall or fence in good repair, provided, that such fence or wall shall not prevent the right of entry by the Association for the purposes of maintaining, repairing, replacing or relocating pipes, lines, wires and conduits situated under, along, over, or on the limited area.

10. No common plumbing, water, sewer, gas, electric, telephone, pipes, lines,

wires and conduits shall be interefered with.

11. No owner or occupant of any apartment-cottage shall remove, cut or take, or permit the removal, cutting or taking of any soil, trees, rock or other material from any part of the common elements or limited area. Any owner of an apartment-cottage who wishes to make major improvements to his apartment-cottage or on his limited area shall first secure approval therefor from the Association's Board of Directors.

12. No owner or occupant of any apartment-cottage shall interfere with the natural flow of water, except to the extent as may reasonably be necessary for the protection of his property.

13. An owner or occupant of any apartment-cottage shall maintain, repair, paint and otherwise keep in good condition his apartment-cottage. He shall maintain and keep the limited area upon which his apartment-cottage is situated reasonably landscaped, and the lawn, trees and shrubbery mowed and trimmed.

14. Each owner shall be held personally responsible for any damagee or destruction to any common element caused by himself, his guests or occupants of his apartment-cottage.

15. Any owner (or his agent) who rents directly, loans or other wise permits the apartment-cottage to be occupied, must convey a copy of the House Rules to the tenant.

16. All complaints by any owner or occupant of any apartment-cottage against the owner or occupant of other apartment-cottage or against the Association, or complaints by the Association against any owner or occupant of any apartment-cottage shall be made in writing to the Board of Directors or the managing agent.

17. All owners and occupants of apartment-cottages shall keep their children from playing on the roadway.

18. No person shall operate a moter vehicle or permit a motor vehicle to be operated upon the roadway in a negligent manner and excess of 10 miles per hour.

19. The foregoing rules have been prepared and approved by the Board of

Directors. In case of dispute over the meaning of any terms therein, the decision of the Board of Directors shall be determinative. The Board of Directors reserves the right to make such other rules from time to time, or to amend the foregoing rules, as may be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all occupants at Nihi Gardens.

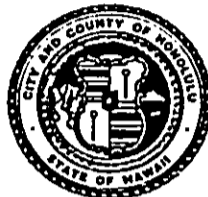
DOCUMENT CAPTURED AS RECEIVED

DEPARTMENT OF LAND UTILIZATION
CITY AND COUNTY OF HONOLULU

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

Exhibit D

FRANK F. FASI
MAYOR



DONALD A. CLEGG
DIRECTOR

LORETTA K.C. CHEE
DEPUTY DIRECTOR

93-02761 (EC)

August 18, 1993

Ms. Cookie Harris
3031 G Nihi Street
Honolulu, Hawaii 96819

Dear Ms. Harris:

The Nihi Gardens Development Tract
T.M.K.: 1-4-025: 019

This is in response to your letter, dated April 12, 1993, requesting clarification of procedures for rebuilding the dwelling units in the Nihi Gardens tract in the event they are destroyed. You have had telephone conversations with Eva Tasaki of our staff regarding this matter. We apologize for the delay in responding to your inquiry. There is no simple answer to the situation with the Nihi Gardens tract.

The property currently is split-zoned R-7.5 Residential District and P-1 Preservation District. The boundary between the zoning districts runs through the existing residential development, and possibly through some units.

When the Nihi Gardens tract was constructed in 1964, the entire parcel was zoned Class A-1 Residential and required a minimum lot area of 7,500 square feet for each single-family dwelling. The 19 condominium dwelling units were then legal, based on a proportional concept of the total acreage divided by 7,500 square feet per dwelling unit. With adoption of the State Land Use Districts in 1964, a portion of the property was placed in the State Conservation District. When the City's Comprehensive Zoning Code (CZC) was adopted in 1969, the entire parcel was zoned P-1 Preservation. In 1985 the portion of the property which was not in the State Conservation District was rezoned from P-1 to R-4 Residential. The R-4 Residential District is now called R-7.5.

You may need survey information to verify the distribution of the dwelling units and acreage in the R-7.5 and P-1 Districts. Information maintained by the Planning Department shows 11 units

Ms. Cookie Harris
Page 2
August 18, 1993

located in the R-7.5 portion. These 11 units now are considered nonconforming dwellings, because they exceed the maximum number allowed on the R-7.5 zoning lot. Under current regulations, no more than two dwelling are permitted on a single lot, regardless of its size. For three or more dwellings on a single lot, a site development plan, cluster permit or planned development housing permit is required.

If any of the 11 nonconforming dwelling units in the R-7.5 portion should be destroyed by any means to an extent more than 50% of its replacement cost at the time of destruction, it could not be rebuilt. Usually, we would advise the condominium property owners to apply to the Department of Land Utilization for an Existing Use Permit, which, if approved, would permit the structures to be rebuilt according to the conditions of the Existing Use plan. In your case this does not appear to be a viable option.

The existing use application would be reviewed under the procedures and standards of the Cluster Housing Permit. A cluster site with 11 units in the R-7.5 District would require 77,000 square feet. The R-7.5 portion of the parcel is less than 42,000 square feet in area, however, and it is not likely that an Existing Use Permit would be granted because of the large discrepancy in required land area. On the other hand, in order to accommodate 11 dwelling units in a subdivision, the portion of the parcel which is zoned R-7.5 would need to be at least 82,500 square feet to be in conformance with the Land Use Ordinance (LUO), and again this is not the case. Also, neither the Existing Use Permit nor a subdivision would address the circumstances related to the remaining units.

The other eight dwellings are either partially or entirely in the P-1 Preservation District, which is under State jurisdiction. You should consult the State Department of Land and Natural Resources (DLNR) with regard to the requirements for rebuilding these units if they are destroyed.

A long-range alternative which you may wish to explore is to petition the State Land Use Commission for a district boundary change from Conservation to Urban District and then apply to the City for a Development Plan amendment and a zone change from P-1 to R-7.5 Residential. An Existing Use Permit covering the entire project would then be needed to allow all 19 units to be rebuilt if any or all units are destroyed, but the permit is required to be approved prior to the destruction. A cluster with 19 units would require at least 133,000 square feet of land zoned R-7.5.

Ms. Cookie Harris
Page 3
August 18, 1993

In the interim please note that if a dwelling in the R-7.5 zoned portion burns down, the individual owner of the condominium unit could apply to us for a variance. It typically takes about six months to process a variance application, and a variance is approved only if the request meets the three tests of unnecessary hardship outlined in the enclosed "Instructions for Filing a Variance Application."

For further information you may contact the following agencies:

Department of Land and Natural Resources at 587-0377 (regarding rebuilding dwellings in State Conservation District).

State Land Use Commission at 587-3822 (regarding redesignation from Conservation to Urban District).

City Planning Department at 523-4711 (regarding changing the Development Plan Land Use Map designation from Preservation to Residential).

Department of Land Utilization:

Zoning District Changes Branch at 523-4299 (zone change information).

Urban Design Branch at 527-5369 (Existing Use Permit).

Zoning Adjustments Branch at 523-4135 (variance).

If you have any additional questions, please contact Elizabeth Chinn of our staff at 523-4217.

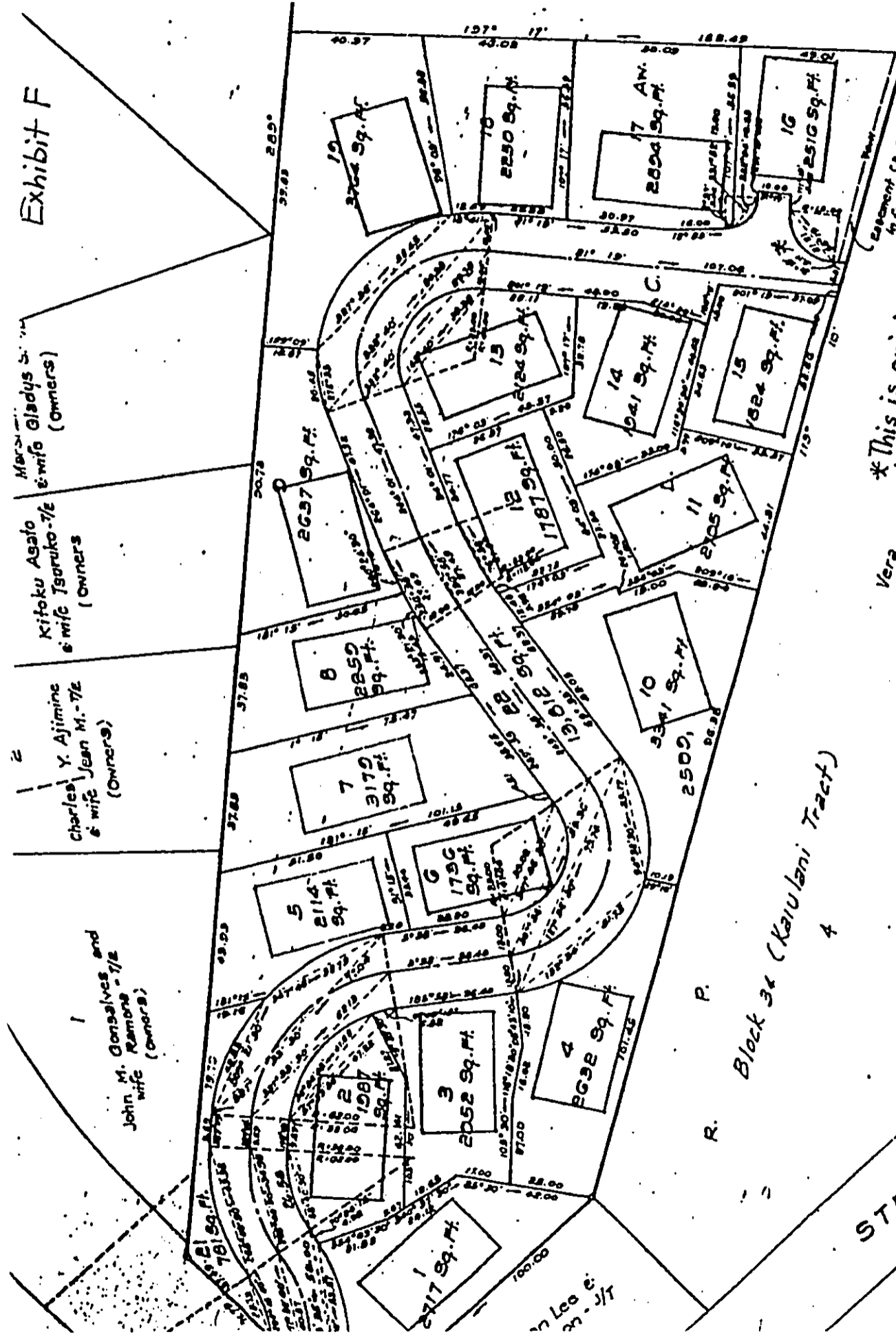
Very truly yours,



DONALD A. CLEGG
Director of Land Utilization

DAC:fm
nhirev2.ecc

Exhibit F



* This is original map
 J. that shows turn around.
 However, Unit # 16 sits
 on turn around.

Vera

Mabe,

EXHIBIT "A"HOMEOWNERS CONCERNS

EXHIBIT "A" RESPONSE

EXHIBIT "B"HOMEOWNERS CONCERNS

EXHIBIT "B" RESPONSE

ENCLOSURESTRUCTURAL ENGINEER REPORT

ENCLOSURETOPOGRAPHY MAP

ENCLOSURELIST OF EXISTING PERMITS

EXHIBIT "A"

194 MAR 10 PM 3:30
N. H. A.

March 7, 1994

Mr. Samuel J. Lemmo
Planner, State of Hawaii
Department of Land and Natural Resources
1151 Punchbowl Street, Room 131
Honolulu, Hawaii 96813

Dear Mr. Lemmo,

SUBJECT: Jack Park
3031-P Nihi Street
Honolulu, Hawaii 96819
TMK: 1-4-25:19

We, the residents/homeowners and members of the Board of Directors for Nihi Gardens Association, are not in agreement nor have we given full approval for the above application.

We are nineteen homeowners/occupants of the Nihi Gardens Tract. Of the nineteen homeowners, there are three renters and sixteen homeowner/occupants (applicant, Jack Park, owns 2 units, one he occupies and the other he rents).

We have grave concerns that need to be addressed regarding the applicant's request to build additional living areas to the existing home identified as Unit P , #16.

We will be referring to several documents in this letter and have identified them as follows:

Exhibit A	-	Declaration of Owner
Exhibit B	-	By-laws of Association
Exhibit C	-	House Rules of Nihi Gardens
Exhibit D	-	City and County of Honolulu Department of Land Utilization
Exhibit E	-	Map of Existing Dwelling/Proposal
Exhibit F	-	Nihi Garden Tract Map

See highlighted areas of each document.

The applicant owns two units, O and P, in the Nihi Gardens Tract. The applicant resides in Unit O. Unit P is being rented. Unit P is the home in question. The applicant purchased Unit P in June 1992 and has been renting said unit since that time. The applicant has always resided in Unit O and has been renting the lower level of this unit. He has never lived in Unit P.

Nihi Gardens Tract
March 7, 1994
Page 2

A) According to the Conservation District Boundary Interpretation Map, Unit P, #16, (Exhibit E) shows the existing home is on the roadway which was originally a turn-around area for residents or visitors. Unit P is the smaller of all the other nineteen homes because that area was first designated as a turn-around for cars.

B) If the applicant intends to construct additional living areas to the existing home, the applicant's home design should conform with other neighboring homes in Nihi Gardens Tract.

C) If the applicant repairs the existing home, Unit P, the Nihi Gardens Association would allow him to keep the turn around area. However, if he decides to redesign the existing home for a four car garage or further extension of the home, the association feels he needs to return the turn around area back to the Nihi Gardens tract. This is contingent on his design/plans for the unit.

D) Our Nihi Gardens Association consists of nineteen apartment-cottages, a condominium project under Horizontal Property Regime which begun in 1965. All nineteen apartment-cottages were of the same design: 836 square feet of living area with a garage underneath. Unit P is the only exception 804 square feet of living area. How can Unit P with an 2516 square foot area be replaced with 3518 square foot home? Is the applicant using the nineteen homeowners portion of conservation land?

E) The Association By-laws, Article V, Obligations of the Owners, Section 2, Fire Insurance, page 10, states: "immediate repair, restoration, or replacement of the apartment-cottage (is) in accordance with its original plans and specifications, or, if approval is first obtained in writing from the Association of Apartment-Cottage owners, in accordance with revised or other plans and specifications.

The officers of the association was presented a letter by the applicant advising of construction repair, rebuild, addition to his home, Unit P. Also advising construction may cause some related daytime inconvenience such as noise, dust, and vehicle traffic. Applicant says will try his best to conserve on dust, noise, traffic and all concerns; and if existing street cracks are worsen, applicant will repair at his expense. No officer of the association signed his letter nor are in approval of his

Nihi Gardens Tract
March 7, 1994
Page 3

application. We all agree, however, that Unit P is in dire need of repair but are concerned with his proposed addition to the unit.

(F) According to the Conservation District Use Application, it states on page 6 that the proposed project has NO major impacts and has found no significant environmental effects. It is unfortunate that no study was initiated on water flow during rainfalls in our area.

(G) During rainy days, there is an overflow of rain water from the backside of projected Unit P which runs into Unit Q and on the roadway. Above Unit P and Unit Q there is an uncapped artesian well that spouts water six-seven feet into the air when it is full. Behind Unit Q, runs a much larger stream of water, moreso, with the overflow from Unit P.

(I) With additional levels being projected for Unit P, the grading of the land will impact waterflow for the neighboring units. We disapprove the project until a waterflow study is implemented to the satisfaction of the association.

(H) The Nihi Gardens Tract is a single-family dwelling. We are concerned with this proposed project which would impact the area with traffic, people, and infrastructures (sewer, cable, electric and telephone).

We hope you will take into consideration the concerns that the Nihi Gardens Association have presented through these two communications.

We thank you for giving us the opportunity to present our concerns. If you have any questions, please feel free to direct your call to Claudia Harris at 527-5711.

Respectfully yours,

Claudia Harris

Claudia Harris, Vice-president
Nihi Gardens Association
3031-G Nihi Street
Honolulu, Hawaii 96819

EXHIBIT "A" RESPONSE

UNIT "P" RESIDENTIAL RENOVATION / ADDITION

A) Unit "P" in turn around area:

This turn around area may have been part of a pre-design in the Nihi Gardens project, but was never implemented. Unit "P" (#16) was built at the exact same time as all the other nineteen tract homes, and in its original location for the past 30 years. This turn around area was never, ever implemented.

B) conforming to neighborhood:

Design of additional living areas to the existing home. Unit "P" (#16) will have a additional story, in accordance with city & county requirements, and room addition in the rear. This unit is located on the very end of a dead end street, and is almost a flag shape lot. Most of this unit is and will be out of sight of the neighborhood. The floor plan is the same as the existing, and all nineteen homes. All homes in the tract do not look exactly alike from the exterior. Other homes have room additions on the side and rear. Two Nihi Gardens homes have a two story permit at this time.

This existing home is by far the smallest in the tract (and most deteriorated). This project will not block any view or inconvenience neighbors. This project shall help clean-up and improve the neighborhood.

C) The existing size of this home unit "P" (#16) is just simply too small at 804 sq. ft. Perhaps it was fine for a family in 1964, but not in 1994. If this project can incorporate a room for a four car tandem parking garage, to comply with City & County standards, or two car and a work shop / storage, what is wrong with that? There is no street parking, and I never park on the street as do other neighbors.

- D) In accordance to the Nihi Gardens Description of Land and Project (exhibit A), I was sold, and secured the ownership and exclusive property right to my property. This property was surveyed by R.M.Towill Corporation, and tested to be legal. All boundary stakes were made, and a topographic of the back of unit "P" and the hill. The proposed project design fits into the "envelope" of unit "P" (#16) boundary. There is a ten foot set back line from the rear of this project, and nineteen feet to the side facing the conservation area. This project is not encroaching on any conservation land or Nihi Gardens common areas. This is all in accordance with City & County specifications.
- E) We realize that the Association has questions and concerns, this is only natural. We are working with Nihi Gardens Association, of which I am the President, to answer these questions and address the concerns. I have submitted a written request to the Association advising of this project. They wish to have these questions and concerns clarified prior to this project. It would be very interesting to see if any of the ten out of nineteen homes that had previous construction has ever obtained written approval (and at what date). Or if other major projects were just done!
- F) In accordance with the Conservation District Use application, there is no major impacts or significant environmental effects. However, as part of our design, we have incorporated a topographic study for rain fall, to locate and address any water problem areas in Nihi Gardens and all surrounding effected areas. See enclosure from Structural Engineer.

SOIL STABILITY

- G) Rain water overflow.
During rainy days there is absolutely no rain water from unit "P" to unit "Q", and on to the road. There may be a artisan well somewhere on the mountain, but certainly not behind unit "P" (#16). There is no, and has not been any rain overflow water (for a dozen years) from unit "P" to unit "Q" or the common area street. There is a well known culvert built over a dozen years ago that successfully sheds all rain overflow water via a culvert to the adjacent water shed property of Mr. William Craddick (outside of Nihi Gardens). In discussion with Mr. Craddick, this over flow rain water problem shall be incorporated into this building project plans. We are working with engineers to divert rain water to the existing storm drain. This would be expensive, and installed as a public service to Nihi Gardens Association.
- H) There is to be no grading for this project. The project is to follow the contour of the hill side, attached to solid rocks. This is how the terraced two story house designed. There is only a twenty foot addition. There is no impact of rain water flow to neighboring units. The structural engineer and topography report show this.
- I) The Nihi Gardens tract is a single family dwelling. This project is a single family dwelling of four bedrooms, for personal use (my home). There is no additional impact of traffic, sewer, cable, electric, or telephone. All utilities are existing.

EXHIBIT "B"

March 7, 1994

To: Samuel J. Lemmo
Planner, State of Hawaii
Department of Land and Natural Resources
1151 Punchbowl Street, Room 131
Honolulu, Hawaii 96813

From: Concerned Homeowner of Nihi Gardens Tract

Subject: Conservation District Use Application for
Jack E. Park
3031-P Nihi Street
Honolulu, Hawaii 96819
TMK: 1-4-25:19

The following are items that I feel needs to be addressed when reviewing the conservation district use application for the above requestor:

1. SOIL STABILITY

A)

Is there a soils engineering report which states the ground is stable enough to hold a structure of this size? Unit R built a 3-foot rock wall several years ago with the soil now at the same level of the rock wall due to erosion. Further evidence of this on-going erosion is the run-off water is colored brown indicating the presence of soil.

2. BOULDERS

B)

Can the hillside withstand the actual construction itself? Many boulders do not appear to be stable enough to withstand drilling, digging, backhoes, etc. As pointed to the Nihi Gardens Board of Directors several years ago, there is a large boulder between Units P and Q that begun breaking away from its base with the gap at the top getting larger each year. In addition, another boulder in the immediate area is now being braced by steel poles. Can the many boulders on the hillside itself withstand this construction and not become dislodged or loosened to potentially cause damage to other homes at Nihi Gardens?

3. WATER FLOW

C) What type of drainage system has been incorporated into the building plans? At the present time, there seems to be four major arterials on Nihi Gardens common area which impacts all homeowners. Those most heavily impacted are Units P, Q, R, and S. Will the new structure alleviate all water problems at Unit P by having its present water flow forced on to the adjacent properties?

D) The four major arterials are behind Unit R, one is between Unit P and Q, another between Q and P and one in-line with Unit P.

E) The arterial between Unit Q and P is "V" shaped (fork) which causes half of the water flowing in the direction of Unit P. Because of natural high-rise boulders above Unit P, most of the water flow is kept away from our homes.

F) There is a very old swill above Unit P that now handles most of the water from the arterial along with the fork as well as the rest of the water from the other arterial directly behind Unit P. Both the swill and the high-rise boulders existence are in jeopardy with this project.

G) With the high-rise boulders gone and the swill taken away, additional water will be sent "gushing" down the hill and everyone will be affected.

Unit R and S have swills and Unit Q has a drainage pipe to veer off most of the present run off but all are at full capacity. Excess water then flows down the street impacting everyone further down the street.

If permission was given to Mr. Park to install a drainage pipe between Units P and Q, the palm trees would have to be removed which helps hold the soil in place and absorb most of the water flow in the area. Another alternative would be to pipe the water across the street which would then heavily impact Unit K and other homes further down the street. The bottom line is that no one can withstand any more water flow than what we presently have.

Nihi Gardens Tract
March 7, 1994
Page 3

5. FIDUCIARY RESPONSIBILITY

H) Hopefully, you will keep this responsibility in mind when reviewing Mr. Park's application. Regretfully, this responsibility seems to have been overlooked when the blueprints for the original development were approved without a drainage ditch on the hillside. All homeowners on the bottom of the hill (3031 through 3031 A-H) are protected from water runoff by a large drainage ditch running parallel to the street. This ditch is on the same hill/mountain as Nihi Gardens.

6. TRAFFIC/CARS

H) As Mr. Park is a single man whose family is on the mainland, it is difficult to envision why he would want a 3,500+ home. For this matter, Mr. Park has been living in Unit O since the day of purchase, and has had the benefit of renting the lower level of said unit.

He is planning a four-car garage which, at least, one of the parking spaces would be taken by vehicles presently being parked adjacent to Unit O. If his family were to move in with him, all parking spaces would potentially be filled. We would then be faced with more traffic than ever as well as increasing ongoing problems of visitors parking on the street. If this were to happen, it would virtually be impossible for us to use the top of the hill as a the turn-around as was originally planned prior to Unit P being built.

EXHIBIT "B" RESPONSE

A) Soil Stability

The designing structural engineer finds no problem with this structure on this sloped lot. The existing conditions have been considered by the structural engineer and this foundation design will address these conditions.

The drawings are stamped and approved by the structural engineer. See enclosed structural engineer report. We are not involved with a neighbors construction of a rock wall at unit "R". Unit "P" has had no soil run off in the past, and this project shall ensure of no soil runoff in the future.

B) BOLDERS

In accordance with the structural engineer, the topography survey, R.M. Towill the hillside can easily withstand this project construction. There has never been a bolder rolling down the hill. However, built into the design plans there is one bolder in particular which will be stabilized, providing a benefit to the public.

C) RAIN WATER FLOW

At the present time (and for the past dozen years) there has been no major rain water impact from unit "P" (#16) on to Nihi Gardens. An old existing culvert above unit "P" diverts rain overflow water to a side water shed property (outside of the Nihi Gardens tract) of neighbor Mr. William Craddick. Mr. Craddick is aware of this, and the design plans to divert this rain water into the existion storm drain.

This overflow rain water is technically Nihi Gardens Association property water (encroching) running into my property. The Association should be liable or financially responsible for this water problem. However, this project proposed to direct rain over flow water into the existing storm drain.

- D) There are no major or minor rain water arterial between unit #P and #Q or between unit #Q or #P.
- E) This residential construction project will not disturb boulders or current natural rain water flow above unit "P" (#16) or any other unit.
- F) This residential construction addition will not disturb the natural boulders of landscape of the hill. The culvert (flume) and high rise boulders and not in jeopardy with this project. The old culvert (flume) above unit "P" will not be disturbed, except as a public service to direct rain over flow water to a storm drain. Landscaping is a major part of this plan. Already lahala and plumeria trees have been planted.
- G) Rain drainage pipes are incorporated into this project. Construction will not in any way disturb the palm trees between unit "P" and unit "Q". Drain pipes will not be piped across the street. There will not be any more water flow than at present.

H) FIDUCIARY RESPONSIBILITY

This residential addition project has no bearing on the rain water of Nihi Gardens common ground above unit #P, #Q, #R, or unit #S. If Nihi Gardens Association is really concerned with their water problem, why don't they invest some of their monies into this problem? As a public service to the Nihi Gardens Association, this residential project incorporates a drainage plan at this projects expense.

Everyone whom has moved into this tract was aware that when it rains, rain water comes down from the mountain above. The design of any subdivision street is to accommodate rain water flow. Perhaps that is why there is currently a storm drain installed. At least no soil, mud, or boulders has ever come down the mountain.

I) TRAFFIC / CARS

As stated in the original application, this project is for my permanent home. As soon as unit "P" is complete, I will live there. It is simply too small and run down at this time.
(I currently live next door)

If a four car garage is incorporated, it would alleviate any street parking, which unlike some neighbors, I never utilize street parking. It would also be nice to have a home work shop and perhaps restore an old automobile. This project is simply a single family residence that will have no more impact on the neighborhood than is current.

April 17, 1994

Mr. Jack E. Park
3031-P Nihi Street
Honolulu, Hawaii 96819

Subject: New Residence Construction

Dear Mr. Park,

Through the process of the design for your residence at 3031-P Nihi Street, I was approach by Mr. Jim Kane to provide structural calculation and review the drawings for structural adequacy. I fulfilled this request by providing Mr. Kane with calculations and eventually stamping the plans after all comments were attended to.

My analysis of the project followed standard Engineering principals and conformed to the local building codes. As I understand the building department has accepted the calculations without comment.

I have sent you a letter requesting that I be notified when construction has started so that I can determine that the contractor is constructing the project in general conformance with the plans. This is part of my responsibility in conjunction with stamping the plans.

Should you have any questions, please contact me.

Sincerely yours,

Roscoe Ford

Roscoe Ford
94-161 Kuahelani Ave #161
Mililani, Hawaii 96789

ENGINEER REPORT

April 17, 1994

Mr. Jack E. Park
3031-P Nihi Street
Honolulu, Hawaii 96819

Subject: New Residence Construction

Dear Mr. Park,

Through the process of the design for your residence at 3031-P Nihi Street, I was approach by Mr. Jim Kane to provide structural calculation and review the drawings for structural adequacy. I fulfilled this request by providing Mr. Kane with calculations and eventually stamping the plans after all comments were attended to.

My analysis of the project followed standard Engineering principals and conformed to the local building codes. As I understand the building department has accepted the calculations without comment.

I have sent you a letter requesting that I be notified when construction has started so that I can determine that the contractor is constructing the project in general conformance with the plans. This is part of my responsibility in conjunction with stamping the plans.

Should you have any questions, please contact me.

Sincerely yours,

Roscoe Ford

Roscoe Ford
94-161 Kuaahelani Ave #161
Mililani, Hawaii 96789

EXISTING PERMITS

Recent Niihi Garden Building Permits

Date	Owner	Address	Permit #	Description
12/4/92	Walter Trellis	3031-N	328087	Remodel & Two Story Add. \$72,000.--
8/28/92	Walter Trellis	3031-N	323816	Retaining Wall \$3,500.--
2/12/92	Walter Trellis	3031-N	314663	Electric Meter \$500.--
1/2/92	Walter Trellis	3031-N	312321	Sliding Glass Door \$500.--
7/16/91	Charles Williams Jr.	3031-K	304936	Repair & Two Story Addition \$7,280.-
7/12/91	Rogelio Gasilos	3031-C	304827	Repair Structure \$60,000.--
4/3/90	Leonard Lovewell	3031-H	283276	Repair Structure \$2,000.--
2/5/90	Ronnie Harris	3031-G	280547	Repair Structure \$3,000.--
1/11/90	Thomas Wong	3031-M	279456	Repair \$455.00-
8/23/89	Guillermo Gasilos	3031-C	203297	Solar Unit \$3,000.--