

CITY AND COUNTY OF HONOLULU
Department of Planning and Permitting

**INSTRUCTIONS FOR FILING SUBDIVISION APPLICATIONS
FOR ZERO LOT LINE HOUSING**

- A. A Zero Lot Line (hereafter called ZLL) Subdivision consists of one or more ZLL lots and may be in combination with regular zoning lots and/or duplex lots.
- B. A ZLL lot is a zoning lot with a one-family detached dwelling unit sited on a designated side and/or rear-yard property line with a minimum five-foot maintenance easement on the adjacent lot.
- C. ZLL subdivision applications shall comply with the Subdivision Rules and Regulations and the following requirements under the Land Use Ordinance:

- 1. ZLL minimum lot area, width & depth:

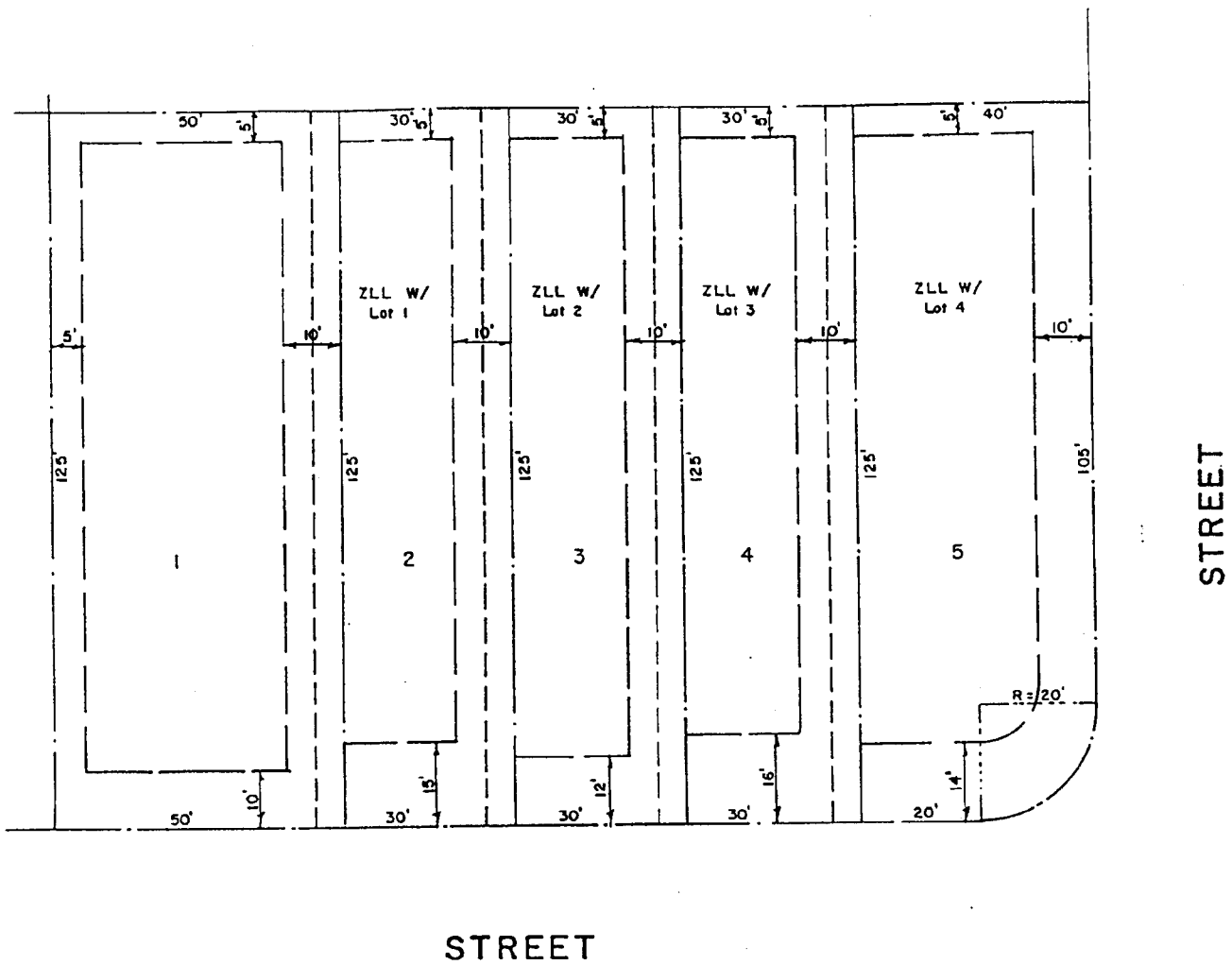
<u>District</u>	<u>Lot Area</u>	<u>Lot Width & Depth</u>
R-7.5	7,000 sf	*35 feet
R-5	3,750 sf	*30 feet
R-3.5	3,500 sf	*30 feet

* 10 feet additional for all corner ZLL lots.

- 2. The ZLL subdivision preliminary and final maps shall indicate the use of each lot and each ZLL lot where the dwelling unit would be sited, and shall have a designated side and rear-yard property line with a minimum five-foot maintenance easement on the adjacent lot. This shall be accomplished by specific notations on the subdivision map and each ZLL lot by lot number and notation (see attached sample).
- 3. ZLL subdivision applications shall include a ZLL Building Setback Plan showing the front, side and rear-yard setbacks. Siting of dwelling units in the front yard shall be staggered a minimum of two feet on adjacent lots and front-yard setbacks shall be varied at random to avoid repetition. The Building Setback Plan shall be subject to review and approval of the Department of Planning and Permitting as a condition to approval of the subdivision (see attached sample).

4. A Declaration of Restrictive Covenants running with each ZLL lot of the subdivision shall contain the following restrictions:
 - a. Limiting the lots to ZLL housing, yards and building setbacks as shown on the approved subdivision final maps and ZLL Building Setback Plans;
 - b. That no less than 15 feet, or 50% of the total length of the ZLL dwelling unit along the ZLL property line, excluding carports and garages, whichever is of greater length, shall be sited contiguous to the ZLL property line; and
 - c. The maintenance easement shall be for the purpose of construction, maintenance, and repair of the structure located on the lot line and shall be kept in open space. Fences, walls or other structures, landscaping, and any other work within the easement area shall require approval of the property owner and the abutting parties with the easement rights.
5. Upon approval of the covenants and subdivision, the executed covenants shall be filed with the Bureau of Conveyances, State of Hawaii and proof of such recordation shall be submitted to the Department of Planning and Permitting prior to the issuance of building permits.

Attachments



ZONING: R-5 RESIDENTIAL DISTRICT

LEGEND

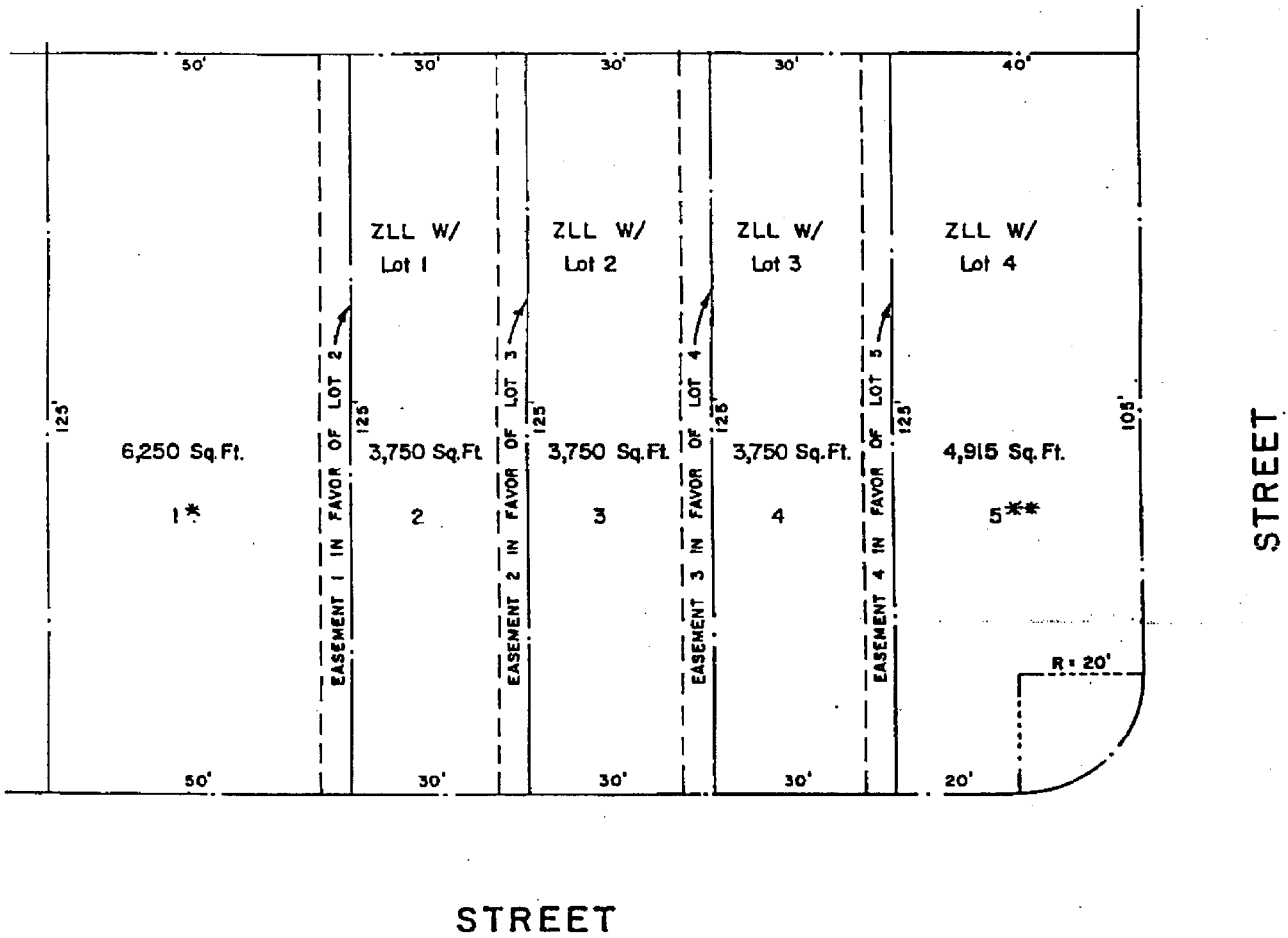
- MINIMUM BUILDING SETBACK LINE.
- - - - - MAINTENANCE EASEMENT LINE (5' MINIMUM)
- · - · - · - PROPERTY LINE (SHOW DIMENSIONS)

EXAMPLE: ZERO LOT LINE (ZLL) BUILDING SETBACK PLAN

1. SHOW DIMENSIONS OF ALL MINIMUM FRONT, SIDE AND REAR YARDS.
2. FRONT YARD SETBACK SHALL BE STAGGERED A MINIMUM OF TWO FEET AND VARIED IN A RANDOM MANNER TO AVOID REPETITION.

NOTE: MAXIMUM BUILDING AREA SHALL NOT EXCEED 50% OF ZONING LOT AREA.

OCTOBER 22, 1986



EASEMENT 1 TO 4 (MINIMUM 5 FT. WIDE)
FOR MAINTENANCE PURPOSES.

ZONING: R-5 RESIDENTIAL DISTRICT

EXAMPLE: ZERO LOT LINE (ZLL) SUBDIVISION

INFORMATION ON PRELIMINARY AND FINAL SUBDIVISION MAPS
REFER TO SUBDIVISION RULES AND REGULATIONS FOR OTHER REQUIREMENTS.

* REGULAR ZONING LOT: MUST MEET THE MINIMUM LOT AREA, WIDTH AND DEPTH
REQUIREMENTS OF THE UNDERLYING ZONING DISTRICT.

** CORNER ZERO LOT LINE LOT.

OCTOBER 22, 1986

After Recordation Return By: Mail () Pickup () To:

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, made this _____ day of _____,
20____, by _____,
hereinafter referred to as "Declarant,"

WHEREAS, Declarant is the owner of a parcel of property in
_____, City and County of Honolulu,
State of Hawaii, which is more particularly described in Exhibit
"A" attached hereto and incorporated by reference herein;

WHEREAS, Declarant plans to execute and record a Declaration of Restrictive Covenants, creating a Zero Lot Line (ZLL) Residential Subdivision named _____ situated at _____, Tax Map Key _____;

WHEREAS, Declarant as said owner desires to establish restrictive covenants relating to the use of said properties;

WHEREAS, Section 21-8.40 of the Land Use Ordinance (LUO) establishes the requirements and standards for the ZLL development and subdivision, and further requires that restrictive covenants be recorded; and

WHEREAS, Declarant subdivided the property into _____ lots, of which Lots _____ are ZLL lots and are limited to ZLL development, as shown on the subdivision map, Exhibit "A", attached hereto and made a part hereof;

NOW THEREFORE, Declarant hereby declares and agrees that all the ZLL lots (Exhibit A) are held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following declarations, which shall constitute covenants, running with the land and shall be binding on and for the benefit of the Declarant, his successors and assigns, and all subsequent owners, lessees or occupants of all or any part of the ZLL lots and their respective heirs, executors, administrators, successors, and assigns:

1. RESIDENTIAL PURPOSES. The ZLL lots and every portion thereof shall be used only for residential purposes and limited to ZLL Housing with the following restrictions:

- a. No building shall be erected, altered, placed or permitted to remain other than ZLL housing, with minimum yards and building setbacks as shown on Exhibit "B";
- b. That no less than 15 feet, or 50% of the total length of the ZLL dwelling unit along the ZLL property line excluding carports and garages, whichever is of greater length, shall be sited contiguous to the ZLL property line; and
- c. The maintenance easement abutting the ZLL lot line shall be for the purpose of construction, maintenance and repair of the structure located on the ZLL lot line which shall be kept in open space. Fences, walls or other structures, landscaping and any other work within the easement area shall require the approval of the property owner and the abutting parties with easement rights.

2. DURATION. The covenants, conditions and restrictions herein contained are to run with the land and every lot thereof and shall be binding on all parties and persons claiming under them.

3. VIOLATIONS. The owner of any lot in the above-described real property violating any provisions hereof, shall be subject to the violation and penalty clause of applicable State and City laws and regulations. In addition, in the event the owner of any lot in the above-described real property or any part thereof or interest therein violates any provisions hereof, the Declarant, owner or owners of any lot or part thereof or interest therein and/or the City and County of Honolulu, a municipal corporation of the State of Hawaii, with respect to the ZLL lot restriction, may bring an appropriate civil action against the defaulting party to enforce specific compliance with this Declaration and the provisions herein contained. Failure by Declarant, any other property owner or owners or their representatives, heirs, successors or assigns or said City and County of Honolulu to enforce any of the covenants, restrictions, reservations, easements or charges herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

4. SEVERABILITY. In the event any covenant, restriction or reservation herein contained is held to be invalid or unenforceable in whole or in part by any order, judgment or decree of any Court, then such decision shall in no way affect the validity of the other covenants, restrictions or reservations herein contained, and they shall remain in full force and effect.

5. AMENDMENTS. It is specifically agreed by each owner that this Declaration shall continue in full force and effect and shall not be repealed, amended or altered in any way, except with the written consent of the Director of the Department of Planning and Permitting of the City and County of Honolulu or his and/or its successor.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first herein written.

By _____

Its _____

By _____

Its _____

This is to certify that the above-described Declaration of Restrictive Covenants shall be filed and recorded with the Bureau of Conveyances, State of Hawaii (also with the Land Court Petition as may be applicable).

By _____

By _____

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

On this _____ day of _____, 20____,
before me appeared _____
_____ and
_____, to me personally
known, who, being by me duly sworn, did say that they are
the _____
and _____,
respectively, of _____,
a Hawaii corporation; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; and
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and
said _____ and
_____ acknowledged
said instrument to be the free act and deed of said corporation.

Notary Public, First Judicial
Circuit, State of Hawaii

My commission expires:_____

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

On this _____ day of _____, 20_____,
before me personally appeared _____
and _____, known to me to
be the person(s) described in and who executed the foregoing
instrument and acknowledged that _____ executed the same as
_____ free act and deed.

Notary Public, State of Hawaii

My commission expires:_____