

**CONDOMINIUM PUBLIC REPORT**

Prepared &  
Issued by:

Developer See Exhibit A  
Address \_\_\_\_\_

Project Name (\*): 641 10TH AVENUE  
Address: 641, 641-A, 641-B 10th Avenue, Honolulu, HI 96816

Registration No. 5548 (Conversion)

Effective date: January 19, 2005  
Expiration date: February 19, 2006

Preparation of this Report:

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

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

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

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

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

Type of Report:

\_\_\_\_\_ **PRELIMINARY:** The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.  
(yellow)

**X** \_\_\_\_\_ **FINAL:** The developer has legally created a condominium and has filed complete information with the Commission.  
(white)

- [ X ] No prior reports have been issued.
- [ ] [ ] This report supersedes all prior public reports.
- [ ] [ ] This report must be read together with \_\_\_\_\_

\_\_\_\_\_ **SUPPLEMENTARY:** This report updates information contained in the:  
(pink)

- [ ] [ ] Preliminary Public Report dated: \_\_\_\_\_
- [ ] [ ] Final Public Report dated: \_\_\_\_\_
- [ ] [ ] Supplementary Public Report dated: \_\_\_\_\_
- [ ] [ ] *Supersedes all prior public reports.* \_\_\_\_\_
- [ ] [ ] Must be read together with \_\_\_\_\_

And

- [ ] [ ] This report reactivates the \_\_\_\_\_ public report(s) which expired on \_\_\_\_\_

(\*) Exactly as named in the Declaration

*This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.*

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

Required and attached to this report as Exhibit E       Not Required - Disclosures covered in this report.

**Summary of Changes from Earlier Public Reports:**

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made are as follows:

**SPECIAL ATTENTION**

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

**This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.**

**THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.**

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## **General Information On Condominiums**

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

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

## **Operation of the Condominium Project**

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: See Exhibit A Phone: (808) 596-0833
Name\* (Business)
Business Address

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):
N/A

Real Estate Broker\*: Real Estate Incorporated Phone: (808) 596-0833
Name (Business)
975 Kapiolani Blvd., Ste. 200
Business Address
Honolulu, HI 96814

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211
Name (Business)
235 Queen St.
Business Address
Honolulu, HI 96813

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

Condominium Managing Agent\*: Self-managed by the Association of Phone: (Business)
Name Apartment Owners
Business Address

Attorney for Developer: Glenn M. Adachi Phone: (808) 591-1154
Name (Business)
1314 S. King St., #616
Business Address
Honolulu, HI 96814

\* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

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

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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

The Declaration for this condominium is:

Proposed  
 Recorded - Bureau of Conveyances: Document No. 2004-217806  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed  
 Recorded - Bureau of Conveyances Condo Map No. 3873  
 Filed - Land Court Condo Map No. \_\_\_\_\_

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed  
 Recorded - Bureau of Conveyances: Document No. 2004-217807  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

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

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed       Adopted       Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents.** Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	75% _____
Bylaws	65%	65% _____
House Rules	—	<u>Bd. of Directors</u>

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

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

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



Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

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

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

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

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

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

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

**B. Underlying Land:**

Address: 641 10th Avenue Tax Map Key (TMK): (1)3-2-028-030  
Honolulu, HI 96816

Address  TMK is expected to change because No change.

Land Area: 15,000  square feet  acre(s) Zoning: R-5

Fee Owner: See Exhibit A  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

Lessor: N/A  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

**C. Buildings and Other Improvements:**

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

2. Number of Buildings: 3 Floors Per Building: 1  
 Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:  
 Concrete  Hollow Tile  Wood  
 Other

4. Uses Permitted by Zoning:

	No. of Apts.	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>3</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?  
 Yes  No

5. Special Use Restrictions:

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

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

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

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

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: None                      Stairways: None                      Trash Chutes: None

Apt.No.			Net	Net	
Type	Quantity	BR/Bath	Living Area (sf)*	Other Area (sf)	(Identify)
641	1	2/1	1,069	_____	_____
641-A	1	2/1	728	_____	_____
641-B	1	2/1	728	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 3

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

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

Boundaries of Each Apartment:

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

Permitted Alterations to Apartments:

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

Apartments Designated for Owner-Occupants Only: N/A

Fifty percent (50%) of residential apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has not elected to provide the information in a published announcement or advertisement.



11. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

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

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

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

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	_____	_____ X*	_____
Structures	X _____	_____	_____
Lot	X _____	_____	_____

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

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

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

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

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners' those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit  B .

as follows:

\*Developer has applied for and received an existing use permit to allow the 3 existing single-family detached dwellings on the property, subject to certain conditions contained in said permit. (See Exhibit I)

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

There are no limited common elements in this project.

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

described in Exhibit

as follows:

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

Unit 641 Limited Common Area: 5,820 sq.ft.  
Unit 641-A Limited Common Area: 4,432 sq.ft.  
Unit 641-B Limited Common Area: 3,293 sq.ft.

See Exhibit J for metes and bounds descriptions of limited common areas.

3. **Common Interest:** Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

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

as follows:

<u>Unit No.</u>	<u>Common Interest Percentage</u>
641	34%
641-A	33%
641-B	33%

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

Exhibit C \_\_\_\_\_ describes the encumbrances against the title contained in the title report dated October 12, 2004 \_\_\_\_\_ and issued by Pacific Title, LLC \_\_\_\_\_.

**Blanket Liens:**

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

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
Mortgage	Purchaser may cancel the transaction and seek refund of their deposit less escrow cancellation fee

**F. Construction Warranties:**

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements: None

2. Appliances: None

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

Unit 641 was built around 1939. Unit 641-A and Unit 641-B were built around 1957.

H. **Project Phases:**

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

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

#### IV. CONDOMINIUM MANAGEMENT

- A. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

not affiliated with the Developer  the Developer or Developer's affiliate  
 self-managed by the Association of Apartment Owners  Other:

- B. **Estimate of Initial Maintenance Fees:** N/A

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit \_\_\_\_\_ contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

- C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

None  Electricity ( \_\_\_ Common Elements only \_\_\_ Common Elements & Apartments)

Gas ( \_\_\_ Common Elements only Common Elements & Apartments)

Water  Sewer  Television Cable

Other \_\_\_\_\_

## V. MISCELLANEOUS

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

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

- Notice to Owner Occupants
- Specimen Sales Contract  
Exhibit F contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated September 1, 2004.  
Exhibit D contains a summary of the pertinent provisions of the escrow agreement.
- Other \_\_\_\_\_

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

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

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

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

- A) The Developer delivers to the buyer a copy of:
  - 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
  - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); **AND**
- C) One of the following has occurred:
  - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel;  
or
  - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
  - B) Declaration of Condominium Property Regime, as amended.
  - C) Bylaws of the Association of Apartment Owners, as amended.
  - D) House Rules, if any.
  - E) Condominium Map, as amended.
  - F) Escrow Agreement.
  - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
  - H) Other \_\_\_\_\_

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)  
 Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)  
 Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

This Public Report is a part of Registration No. 5548 filed with the Real Estate Commission on November 22, 2004.

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

YELLOW paper stock       WHITE paper stock       PINK paper stock

C. **Additional Information Not Covered Above**

**No Reserve Study:** The Developers disclose that no reserve study was done in accordance with Chapter 514A-83.6, HRS, and replacement reserve rules, Subchapter 6, Title 16, Chapter 106, Hawaii Administrative Rules, as amended.

**Existing Use Permit.** The Developers applied for and received an existing use permit (Exhibit I) which permits the owners continued use, repair, alteration, expansion, relocation or reconstruction of the 3 existing dwellings, subject to certain conditions contained in said permit. Prospective purchasers are advised to read the permit carefully since sales are subject to purchasers complying with the terms of the permit.

**Building Height Limitation on Unit 641-B Limited Common Area.** The owner(s) of Unit 641-B are not allowed to build any building, structure, etc. that is located within 20 feet of the limited common area boundary line in the front yard adjacent to the access easement with a height in excess of 12 feet (See Declaration, Paragraph 28.a.).

**Right of First Refusal.** The Declarant has included a provision, in summary, that in the event any unit owner decides to sell their unit, such owner shall first offer to sell the unit to the other unit owners on such terms and conditions as the selling owner will offer on the open market. (See Declaration, Paragraph 28.b.).

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A:6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

Terrance S. Arashiro and Susan M. Arashiro  
 Printed Name of Developer

By: <u></u>	<u>10/16/04</u>
Duly Authorized Signatory*	Date

Developers/Owners  
 Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu  
 Planning Department, City and County of Honolulu

***\*Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership(LLP) by the general partner; Limited Liability Company(LLC) by the manager or member; and for an individual by the individual.***

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.4] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

Mark A. Kimoto and Linda A. Kimoto  
 Printed Name of Developer

By:   10/16/04  
 Duly Authorized Signatory\* Date

Developers/Owners  
 Printed Name & Title of Person Signing Above

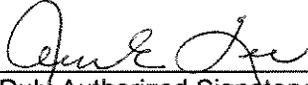
Distribution:

Department of Finance, City and County of Honolulu  
 Planning Department, City and County of Honolulu

\*Must be signed for a corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

Ann E. Lee  
Printed Name of Developer

By:  10/17/04  
Duly Authorized Signatory\* Date

Developer/Owner  
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu  
Planning Department, City and County of Honolulu

\*Must be signed for a corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.

EXHIBIT A

List of Owners

TERRANCE S. ARASHIRO and SUSAN M. ARASHIRO,  
husband and wife 42%

MARK A. KIMOTO and LINDA A. KIMOTO, husband  
and wife 31%

ANN E. LEE, wife of Ronald N. Lee 27%

Address: c/o Real Estate Incorporated  
975 Kapiolani Blvd., Ste. 200  
Honolulu, HI 96814

EXHIBIT B

DESCRIPTION OF COMMON ELEMENTS

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

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

3. Driveway designated as a common element.

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

EXHIBIT C

LIST OF ENCUMBRANCES

1. Grant in favor of Hawaiian Electric Company, Inc. and GTE Hawaiian Telephone Company Incorporated, now known as Verizon Hawaii Inc., dated December 5, 1956, for pole and wire lines and/or underground power lines for the transmission of electricity, recorded in Liber 3202, Page 47.

2. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Mutual Grant of Encroachment Easements and Agreement (Covenants Running With the Land) dated June 20, 2003, recorded as Document No. 2003-158578.

3. Mortgage in favor of American Savings Bank, F.S.B., a federal savings bank, dated July 24, 2003, recorded as Document No. 2003-158580.

4. Declaration of Condominium Property Regime dated October 17, 2004, recorded in said Bureau as Document No. 2004-217806.

5. By-Laws of the Association of Apartment Owners dated October 17, 2004, recorded in said Bureau as Document No. 2004-217807.

6. Condominium Map No. 3873 filed in said Bureau.

7. Any real property taxes that may due and payable. For more information contact City and County of Honolulu, Department of Finance, Real Property Tax Assessment.

## EXHIBIT D

### SUMMARY OF ESCROW AGREEMENT

The escrow agreement establishes an arrangement under which a purchaser's deposits will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen:

(a) Escrow will collect and hold payments due pursuant to any sales contract.

(b) Signed copies of the sales contract will be delivered to Escrow.

(c) Owner will notify Escrow who in turn will notify purchasers when payments are due.

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

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

1. Notification that a final public report has been issued and that purchaser has received a copy.
2. Owner has furnished Escrow an opinion that the requirements of HRS have been met.

(f) Under the escrow agreement purchaser shall be entitled to a refund, if purchaser makes a written request for a refund and Escrow has received a written request from Owner to return purchaser's funds and purchaser's funds were obtained prior to the issuance of a final public report.

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

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

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

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

EXHIBIT E

DISCLOSURE ABSTRACT  
Dated: October 12, 2004

1. a. PROJECT: 641 10TH AVENUE  
641, 641-A and 641-B 10th Avenue  
Honolulu, HI
  - b. DEVELOPERS/  
OWNERS: TERRANCE S. ARASHIRO and SUSAN M.  
ARASHIRO, husband and wife, MARK A.  
KIMOTO and LINDA A. KIMOTO, husband  
and wife ANN E. LEE, wife of Ronald  
N. Lee
  - Address: c/o Real Estate Incorporated  
975 Kapiolani Blvd., Ste. 200  
Honolulu, HI 96814
  - d. MANAGING AGENT: None. Project will be self-managed.
2. Maintenance Fees: The routine maintenance and repair of each apartment unit, including all utility charges, is the sole responsibility of each owner.

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

3. Structural Components and Mechanical and Electrical Installations.

It is the Developer's opinion that all structural components and electrical and plumbing systems material to the use and enjoyment of the units appear to be functioning and in satisfactory working condition. However, NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE, IF ANY,

OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF THE UNITS.

4. Code Violations. To the best of the knowledge, information and belief of the undersigned, there are no outstanding notices of uncured violations of the building code or municipal regulations of the City and County of Honolulu.
5. Use of Apartments. The 641 10TH AVENUE condominium project will consist of three (3) apartments. The units will be used for residential purposes.

EXHIBIT F

SUMMARY OF SALES CONTRACT

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

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

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

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

4. In the event of default:

If buyer defaults:

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

If Seller defaults:

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

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

4. The unit is being sold "as is". The HBR standard form "As Is" addendum is attached as an addendum to the contract.

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

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

## EXHIBIT G

September 1, 2004

Re: Inspection Report  
641 10<sup>th</sup> Avenue  
Honolulu, Hawaii 96816  
(TMK : 3-2-28: 30)

Property Owners: Terrance & Susan Arashiro, Mark & Linda Kimoto, and Ann Lee

To Whom It May Concern,

The following is a summary of my visual observations and property inspection conducted in August, 2004 at the above referenced property.

### Background

The subject property is a 75' (street frontage) by 200' deep, (15,000 SF) fee simple lot, consisting of (3) detached, single family dwelling units. The property is zoned R-5 (residential).

Unit #1 (front), known as 641 10<sup>th</sup> Avenue, is a 2-bedroom, 1-bathroom, raised wood floor structure of approx. 1069 SF, with an additional 280 SF attached, slab-on-grade roofed patio at the rear.

The structure is raised on a post and pier foundation with the underfloor perimeter being a combination of masonry and wood posts on piers, semi-enclosed with decorative wood slats. All other construction is wood (floor systems, walls, and roof framing). A close look reveals a negligible amount of prior termite activity. The laminated fiberglass shingle roofing appears to have been replaced fairly recently. All mechanical and electrical systems are in good working order. Recent renovations include re-finished wood floors. Considering the age of this circa 1939 house, the overall general condition is excellent.

Unit #2 (middle), known as 641-A 10<sup>th</sup> Avenue, is a 2-bedroom, 1-bathroom, raised wood floor structure of approx. 728 SF, with an additional 572 SF attached, slab-on-grade roofed carport, with storage and utility areas.

The structure is raised on a post and pier foundation with the underfloor perimeter being a combination of masonry and wood posts on piers, semi-enclosed with decorative wood slats. All other construction is wood (floor system, walls, and roof framing). The laminated fiberglass shingle roofing is in good shape and appears to have been recently replaced. Both mechanical / plumbing and electrical systems are in good working order and seems to have been partially upgraded fairly recently. With consideration of the age of this circa 1957 house, the overall general condition is excellent.

Unit #3 (rear), known as 641-B 10<sup>th</sup> Avenue, is a 2-bedroom, 1-bathroom, raised wood floor structure of approx. 728 SF, with an additional 312 SF attached, slab-on-grade roofed carport, with storage and utility space.

The structure is raised on a post and pier foundation with the underfloor perimeter being a combination of masonry and wood posts on piers, semi-enclosed with decorative wood slats. All other construction is wood (floor system, walls, and roof framing). The laminated fiberglass shingle roofing is in good condition, and seems to have been recently replaced. All mechanical and electrical systems are in good working order. Recent renovations include an upgraded electrical system, and re-finished wood floors. With consideration given to the age of this circa 1957 house, the overall general condition is excellent.

Sincerely,



Steven Kam, AIA



DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 523-4414 • FAX: (808) 527-6743  
DEPT. WEB SITE: [www.honolulu.gov](http://www.honolulu.gov) • CITY WEB SITE: [www.honolulu.gov](http://www.honolulu.gov)

JEREMY HARRIS  
MAYOR



ERIC G. CRISPIN, AIA  
DIRECTOR

BARBARA KIM STANTON  
DEPUTY DIRECTOR

2004/ELOG-1769(RLK)

December 7, 2004

Mr. Glenn M. Adachi  
Attorney at Law  
1314 South King Street, Suite 616  
Honolulu, Hawaii 96814

Dear Mr. Adachi:

Subject: Condominium Conversion Project  
641 10<sup>th</sup> Ave  
Tax Map Key: 3-2-28: 30

This is in response to your letter dated July 29, 2004 requesting verification that the structures on the above-mentioned property met all applicable code requirements at the time of construction.

Investigation revealed that the three one-story single-family detached dwellings with three all-weather surface off-street parking spaces met all applicable code requirements when they were constructed in 1938 and 1956 on this 15,000-square foot R-5 Residential District zoned lot.

An existing use permit (Ref. File No. 2003/EU-32) was approved on January 5, 2004 with conditions for three existing single-family detached dwellings. If you have any questions regarding this existing use permit, please contact Mr. Anthony Ching of our Land Use Permits Division at 527-5833.

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

For your information, the Department of Planning and Permitting cannot determine all nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

EXHIBIT H

Mr. Glenn M. Adachi  
December 7, 2004  
Page 2

Conversion to a condominium property regime (CPR) is not recognized by the City and County as an approved subdivision. CPR delineates ownership; it does not create separate lots of record for subdivision and zoning purposes.

If you have any questions regarding this matter, please contact Mr. Ivan Matsumoto of our Commercial and Multi-family Code Enforcement Branch at 527-6341.

Sincerely yours,

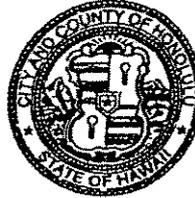
  
ERIC G. CRIPSIN, AIA  
Director of Planning and Permitting

EGC:ft  
Doc 325429

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET • HONOLULU, HAWAII 96813  
 TELEPHONE: (808) 523-4414 • FAX: (808) 527-6743 • INTERNET: www.co.honolulu.hi.us

JEREMY HARRIS  
 MAYOR



ERIC G. CRISPIN, A.  
 DIRECTOR

BARBARA KIM STANT  
 DEPUTY DIRECTOR

2003/EU-32(T)

MINOR PERMIT	EXISTING USE (EU)
File Number	2003/EU-32
Project	Lee/Arashiro/Kimoto Residences - Existing Use
Location	641 10th Avenue - Kaimuki
Tax Map Key	3-2-028: 030
Zoning	R-5 Residential District
Applicant	Roland & Ann Lee, Terrance & Susan Arashiro, Mark & Linda Kimoto
Date Received	November 7, 2003
Date Accepted	November 24, 2003

**APPROVAL** is granted to the existing use, 3 existing single-family detached dwellings, in accordance with the application documents (plans date-stamped November 7, 2003), subject to the following conditions:

1. All work shall be in accordance with approved application documents, the conditions enumerated below and the Land Use Ordinance (LUO) unless otherwise stated by this permit.
2. ~~The EU permit is only for the continued use, repair, alteration, expansion, relocation, or reconstruction of the existing dwellings.~~ This Existing Use approval does not certify that the existing structures and improvements comply with the current zoning code or other regulations.
3. In accordance with Section 2.100(a) of the LUO, in the event of destruction, uses may be continued and structures may be rebuilt under the approved existing use plan, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years.
4. Only minor modifications to the EU plans shall be allowed. Any major modification which may have an adverse impact on surrounding land uses, increases the number of dwelling units, and/or involves the reconstruction and/or expansion of a dwelling(s) which is part of a larger development, shall require the processing of a Cluster Housing Permit.
5. The applicant or owner(s) shall incorporate this Existing Use Permit into the restrictive covenants, which run with the land to serve as notice to all owners and tenants. The draft covenant shall be submitted for review and approval by the DPP. Upon approval of the covenant, a certified recorded copy shall be filed with the DPP, prior to the change in any ownership or the issuance of any permits.

6. If the project will be condominiumized then the applicant or owner(s) shall submit a draft copy of the Condominium Property Regime (CPR) map and documents to the DPP for our review. Future work subsequent to the creation of a CPR may require approval from the homeowners association prior to the start of work. If the EU Permit is incorporated into the CPR documents, a separate declaration of restrictive covenants is not required.
7. All work shall comply with the applicable Land Use Ordinance (LUO) standard for the underlying zoning district, unless otherwise stated herein:
  - a. A minimum 10-foot setback, for new structures fences or walls, shall be required from the common access drive;
  - b. Within the project, the minimum distances between buildings shall be as follows:
    - (1) 10 feet between two one-story dwellings;
    - (2) 15 feet between a one-story and a two-story dwelling or portion thereof; and
    - (3) 20 feet between two-story dwellings;If the property is condominiumized then buildings shall comply with required yards and height setbacks of the underlying zoning district as measured from limited common element (CPR) lines;
  - c. Maximum building area shall not exceed 35 percent of the original lot area of 15,000 square feet. If the property is condominiumized then within each limited common element, the maximum building area shall not exceed 50 percent of the area for each limited common element.
8. All new work shall be compatible in design with the existing and surrounding structures. If a dwelling is reconstructed, it shall not exceed twice its existing size (floor area), and shall be in the same general location. The Director may require the redesign of exterior entrances, stairways, bar areas, including plumbing and electrical systems, to ensure that the number of dwellings is not increased.
9. A minimum of 6 parking spaces, 2 stalls for each dwelling unit, shall be provided prior to the issuance of any building permits subsequent to this approval. Dwelling additions shall comply with the LUO parking regulations. Existing parking spaces within carports or garages shall not be converted into usable floor area (including garage or carport storage areas).
10. Any new carport or garage shall have a minimum 16-foot driveway depth.
11. An all weather surface shall be provided at all driveways and required parking areas prior to the issuance of any building permits, subsequent to this approval.
12. A Fence Master Plan shall be submitted to the DPP for review and approval prior to the issuance of any new building permit for fences or walls. Perimeter chain link fencing shall require a two-foot landscape strip with a minimum five-foot high hedge, maintained in a healthy condition. No new fences/walls shall be allowed in front of the face of existing dwellings.
13. All existing trees 6 inches or greater in diameter shall be retained on-site, or replacement landscaping shall be required. All landscaping shall be maintained in a healthy visual condition at all times.

14. The addition, alteration or reconstruction of any dwelling unit shall comply with Fire Department requirements for access, water and/or Fire Department connections, and shall be submitted to the Fire Department for review and approval prior to issuance of building permits. Specifically, all new construction, excluding carports, shall provide an approved automatic fire sprinkler system in accordance with NEPA-13D, Standard for the Installation of Sprinkler Systems in One- and Two Family Dwellings and shall maintain an unobstructed vertical clearance of 13'-6" throughout the driveway.
15. Any modification to the application documents and conditions stated herein shall be subject to approval by the DPP. For good cause, the Director may impose additional requirements and/or amend the above conditions.

doc268750rav1

**THIS COPY, WHEN SIGNED BELOW, IS NOTIFICATION OF THE ACTION TAKEN.**



SIGNATURE

for Director

TITLE

January 5, 2004

DATE

This approval does not constitute approval of any other required permits, such as building or sign permits.

EXHIBIT J

DESCRIPTION OF LIMITED COMMON AREAS

641 10<sup>th</sup> AVENUE CONDOMINIUM PROJECT

Limited Common Element 1

Being a Portion of Lot 6 in Block Number 52, of the tract of land known as the "KAIMUKI TRACT". Situate at Kapahulu, Waikiki, Honolulu, Oahu, Hawaii.

Beginning at the North corner of this parcel of land, being also the South corner of former Lot 4 of Block Number 52 of the "KAIMUKI TRACT", the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAIMUKI", being 905.61 feet South and 2,205.95 feet West and running by azimuths measured clockwise from true South:

1. 298° 31' 30" 97.00 feet along former Lot 4 of Block Number 52 of the "KAIMUKI TRACT";
2. 28° 31' 30" 60.00 feet along Limited Common Element 2, also along the remainder of Lot 6 of Block Number 52 of the "KAIMUKI TRACT";
3. 118° 31' 30" 97.00 feet along Common Element "Driveway", also along the remainder of Lot 6 of Block Number 52 of the "KAIMUKI TRACT";
4. 208° 31' 30" 60.00 feet along the Southeast side of 10<sup>th</sup> Avenue, to the point of beginning and containing an area of 5,820 square feet.

SUBJECT, HOWEVER, to an easement for utility purposes in favor of Hawaiian Electric Co. Inc., and Verizon Hawaii Inc., recorded in Book 3202 Page 47.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

*Erik S. Kaneshiro* EXP 7/06

ERIK S. KANESHIRO

Licensed Professional Land Surveyor  
Certificate No. 9826

Honolulu, Hawaii  
June 16, 2004

TMK: (1) 3-2-028: por. 030



641 10<sup>TH</sup> AVENUE CONDOMINIUM PROJECT

Limited Common Element 2

Being a Portion of Lot 6 in Block Number 52, of the tract of land known as the "KAIMUKI TRACT". Situate at Kapahulu, Waikiki, Honolulu, Oahu, Hawaii.

Beginning at the North corner of this parcel of land, being also the East corner of Limited Common Element 1, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAIMUKI", being 951.93 feet South and 2,120.72 feet West and running by azimuths measured clockwise from true South:

1. 298° 31' 30" 65.50 feet along former Lots 3 and 4 of Block Number 52 of the "KAIMUKI TRACT";
2. 28° 31' 30" 44.00 feet along Limited Common Element 3, also along the remainder of Lot 6 of Block Number 52 of the "KAIMUKI TRACT";
3. 118° 31' 30" 15.50 feet along the same;
4. 28° 31' 30" 31.00 feet along the same;
5. 118° 31' 30" 50.00 feet along Lot 8 of Block Number 52 of the "KAIMUKI TRACT";
6. 208° 31' 30" 75.00 feet along Common Element "Driveway" and Limited Common Element 1, also along the remainder of Lot 6 of Block Number 52 of the "KAIMUKI TRACT", to the point of beginning and containing an area of 4,432 square feet.

SUBJECT, however, to Access Easement in favor of Limited Common Element 3, further described as follows:

Access Easement

Affecting Limited Common Element 2. Situate at Kapahulu, Waikiki, Honolulu, Oahu, Hawaii.

Beginning at the West corner of this easement, being also the Southeast corner of Common Element "Driveway", the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAIMUKI", being 1,017.83 feet South and 2,156.54 feet West and running by azimuths measured clockwise from true South:



- |    |      |     |     |       |  |
|----|------|-----|-----|-------|--|
| 1. | 208° | 31' | 30" | 15.00 | feet along Common Element "Driveway";  |
| 2. | 298° | 31' | 30" | 13.00 | feet along the remainder of Limited Common Element 2;  |
|    |      |     |     |       | Thence along the same, on a curve to the left with a radius of 10.00 feet, the chord azimuth and distance being:                   |
| 3. | 253° | 31' | 30" | 14.14 | feet;  |
| 4. | 208° | 31' | 30" | 6.00  | feet along the same;   |
| 4. | 298° | 31' | 30" | 10.00 | feet along the same;   |
|    |      |     |     |       | Thence along the same, on a curve to the left with a radius of 12.00 feet, the chord azimuth and distance being:                   |
| 5. | 343° | 31' | 30" | 16.97 | feet;  |
| 6. | 298° | 31' | 30" | 5.00  | feet along the same;   |
| 7. | 28°  | 31' | 30" | 19.00 | feet along Limited Common Element 3;   |
| 8. | 118° | 31' | 30" | 50.00 | feet along Lot 8 of Block Number 52 of the "KAIMUKI TRACT", to the point of beginning and containing an area of 1,030 square feet. |



Description Prepared By:  
 AUSTIN, TSUTSUMI & ASSOCIATES, INC.

*Erik S. Kaneshiro* EXT 04/06  
 \_\_\_\_\_  
 ERIK S. KANESHIRO  
 Licensed Professional Land Surveyor  
 Certificate No. 9826

Honolulu, Hawaii  
 May 12, 2004  
 TMK: (1) 3-2-028: por. 030



641 10<sup>th</sup> AVENUE CONDOMINIUM PROJECT

Limited Common Element 3

Being a Portion of Lot 6 in Block Number 52, of the tract of land known as the "KAIMUKI TRACT". Situate at Kapahulu, Waikiki, Honolulu, Oahu, Hawaii.

Beginning at the South corner of this parcel of land, being also the East corner of Lot 8 of Block Number 52 of the "KAIMUKI TRACT", the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAIMUKI", being 1,067.01 feet South and 2,066.04 feet West and running by azimuths measured clockwise from true South:

1. 118° 31' 30" 53.00 feet along Lot 8 of Block Number 52 of the "KAIMUKI TRACT";
2. 208° 31' 30" 31.00 feet along Limited Common Element 2, also along the remainder of Lot 6 of Block Number 52 of the "KAIMUKI TRACT";
3. 298° 31' 30" 15.50 feet along the same;
4. 208° 31' 30" 44.00 feet along the same;
5. 298° 31' 30" 37.50 feet along former Lot 3 of Block Number 52 of the "KAIMUKI TRACT";
6. 28° 31' 30" 75.00 feet along former Lot 5 of Block Number 52 of the "KAIMUKI TRACT", to the point of beginning and containing an area of 3,293 square feet.

TOGETHER, with, Easement for Access Purposes affecting Limited Common Element 2, further described as follows:

Access Easement

Affecting Limited Common Element 2. Situate at Kapahulu, Waikiki, Honolulu, Oahu, Hawaii.

Beginning at the West corner of this easement, being also the Southeast corner of Common Element "Driveway", the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAIMUKI", being 1,017.83 feet South and 2,156.54 feet West and running by azimuths measured clockwise from true South:



1. 208° 31' 30" 15.00 feet along Common Element "Driveway";
2. 298° 31' 30" 13.00 feet along the remainder of Limited Common Element 2;  
 Thence along the same, on a curve to the left with a radius of 10.00 feet, the chord azimuth and distance being:
3. 253° 31' 30" 14.14 feet;
4. 208° 31' 30" 6.00 feet along the same;
4. 298° 31' 30" 10.00 feet along the same;  
 Thence along the same, on a curve to the left with a radius of 12.00 feet, the chord azimuth and distance being:
5. 343° 31' 30" 16.97 feet;
6. 298° 31' 30" 5.00 feet along the same;
7. 28° 31' 30" 19.00 feet along Limited Common Element 3;
8. 118° 31' 30" 50.00 feet along Lot 8 of Block Number 52 of the "KAIMUKI TRACT", to the point of beginning and containing an area of 1,030 square feet.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

*Erik S. Kaneshiro* EXP 04/06

ERIK S. KANESHIRO  
 Licensed Professional Land Surveyor  
 Certificate No. 9826

Honolulu, Hawaii  
 May 12, 2004  
 TMK: (1) 3-2-028: por. 030



641 10<sup>th</sup> AVENUE CONDOMINIUM PROJECT

Common Element "Driveway"

Being a Portion of Lot 6 in Block Number 52, of the tract of land known as the "KAIMUKI TRACT". Situate at Kapahulu, Waikiki, Honolulu, Oahu, Hawaii.

Beginning at the West corner of this parcel of land, being also the Northwest corner of Lot 8 of Block Number 52 of the "KAIMUKI TRACT", the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAIMUKI", being 971.50 feet South and 2,241.76 feet West and running by azimuths measured clockwise from true South:

1. 208° 31' 30" 15.00 feet along the Southeast side of 10<sup>th</sup> Avenue;
2. 298° 31' 30" 97.00 feet along Limited Common Element 1, also along the remainder of Lot 6 of Block Number 52 of the "KAIMUKI TRACT";
3. 28° 31' 30" 15.00 feet along Limited Common Element 2, also along the remainder of Lot 6 of Block Number 52 of the "KAIMUKI TRACT";
4. 118° 31' 30" 97.00 feet along Lot 8 of Block Number 52 of the "KAIMUKI TRACT", to the point of beginning and containing an area of 1,455 square feet.

SUBJECT, HOWEVER, to an easement for utility purposes in favor of Hawaiian Electric Co. Inc., and Verizon Hawaii Inc., recorded in Book 3202 Page 47.



Description Prepared By:

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