

CONDOMINIUM PUBLIC REPORT

Prepared &  
Issued by:

Developer: Pacific Rim Development Group, LLC, a Limited Liability Company

Address: P.O. Box 89398  
Honolulu, Hawaii 96830

Project Name (\*): Kaamooloa Estates

Address: 66-341 thru 66-345 Kaamooloa Road, Waialua, Hawaii 96791

Registration No. 5694  
(Conversion)

Effective date: June 27, 2006

Expiration date: July 27, 2007

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:  
(yellow)

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.

\_\_\_\_\_ FINAL:  
(white)

The developer has legally created a condominium and has filed complete information with the Commission.

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

X SECOND  
SUPPLEMENTARY:  
(pink)

This report updates information contained in the:

- Preliminary Public Report dated: \_\_\_\_\_
- Final Public Report dated: July 5, 2005
- Supplementary Public Report dated: September 8, 2005

And

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

(\*) Exactly as named in the Declaration

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

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**CONDOMINIUM PUBLIC REPORT**

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report    [ X ] 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.

[ X ] Changes made are as follows:

1. A First Amended Declaration of Condominium Property Regime of Kaamooloa Estates was filed reflecting certain changes to three apartments (66-345A, 345G and 345H)
2. Replacement of Sheets A-8, A-14 and A-15 of Condominium Map No. 3968 reflecting these changes were substituted.
3. An updated Title Report has been submitted to the Commission.
4. Exhibit "F" – Encumbrances Against Title has been updated.
5. Final Order of Condemnation dated December 9, 2005 is attached as part of Exhibit "L".
5. Exhibit "M" – Encroachment Agreement dated May 9, 2006 (regarding Unit 66-345G) has been added.
6. Exhibit "N" – Encroachment Agreement dated May 11, 2006 (regarding Unit 66-345A) has been added.
7. First Amended House Rules has been submitted.

**NOTE:**

PURSUANT TO SECTION 514A-36, HRS, THE REAL ESTATE COMMISSION'S (COMMISSION'S) ISSUANCE OF AN EFFECTIVE DATE FOR A DEVELOPER'S PUBLIC REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE THE COMMISSION'S APPROVAL OR DISAPPROVAL OF A CONDOMINIUM PROJECT, OR THE COMMISSION'S REPRESENTATION THAT ALL MATERIAL FACTS CONCERNING THE CONDOMINIUM PROJECT HAVE BEEN FULLY OR ADEQUATELY DISCLOSED. PURSUANT TO SECTION 514A-41, HRS, THE DEVELOPER HAS THE RESPONSIBILITY TO UPDATE THE INFORMATION CONTAINED IN THE DEVELOPER'S PUBLIC REPORT TO AVOID HAVING THE DEVELOPER'S PUBLIC REPORT MISLEAD PURCHASERS IN ANY MATERIAL RESPECT.

1. This Public Report does not constitute an approval of the project by the Real Estate Commission, or any other government agency nor that all County Codes, Ordinances and subdivision requirements have been complied with.
2. This project does not involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each unit as shown on the Condominium Map is designated as a limited common element for that unit and does not represent a legally subdivided lot. The dotted lines on the Condominium Map merely represent the location of the limited common element assigned to each unit.
3. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

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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: Pacific Rim Development Group, LLC Phone: (808) 221-5553  
Name\* (Business)  
P.O. Box 89398  
Business Address  
Honolulu, Hawaii 96830

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):  
The Abrams Group, a Nevada corporation (Steve Abrams, President/Treasurer/Secretary)

Real Estate Broker\*: Realty Executives Waikiki LLC dba Phone: (808) 949-0020  
Realty Executives Oahu (Business)  
Name\*  
1920 Ala Moana Blvd., Suite 102  
Business Address  
Honolulu, Hawaii 96815

Escrow: First American Title Company, Inc. Phone: (808) 536-3866  
Name\* (Business)  
333 Queen Street, Suit 700  
Business Address  
Honolulu, Hawaii 96813

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

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

Attorney for Developer: Reid A. Nakamura Phone: (808) 533-3999  
Oliver, Lau, Lawhn, Ogawa & Nakamura (Business)  
Name\*  
707 Richards St., Suite 600  
Business Address  
Honolulu, Hawaii 96813

\* 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. 2005-057535  
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]:

First Amendment to Declaration of Condominium Property Regime of Kaamooloa Estates dated March 23, 2006, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2006-068773.

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. 3968  
 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]:

First Amendment to Declaration of Condominium Property Regime of Kaamooloa Estates dated March 23, 2006, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2006-068773.

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. 2005-057536  
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  
and were amended on 5/30/06

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>N/A</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:

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

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

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

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:  Monthly  Quarterly  
 Semi-Annually  Annually

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

For Sub-leaseholds:

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

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

Individual Apartments in Fee Simple: Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

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

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

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:  Monthly  Quarterly  
 Semi-Annually  Annually

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

Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

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

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

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

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

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

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

**B. Underlying Land:**

Address 66-341and 66-345 Kaamooloa Road Tax Map Key (TMK): (1)6-6-19-22  
Waialua, Hawaii 96791

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

Land 84,961 \_\_\_\_\_  square feet  acre(s) Zoning: R-5

Fee Owner: Pacific Rim Development Group, LLC  
 Name\*  
P.O. Box 89398  
 Business Address  
Honolulu, Hawaii 96830

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

C. **Buildings and Other Improvements:**

- A.  New Building(s)  
 Conversion of Existing Building(s)  
 Both New Building(s) and Conversion

B. Number of Buildings: 15 Floors Per Building: 1

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

3. **Principal Construction Material:**

- Concrete  Hollow Tile  Wood  
 Other

4. **Uses Permitted by Zoning:**

	No. of <u>Apts.</u>	<u>Use Permitted By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>15</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: Dogs, cats, and other usual and customary animals may be kept in reasonable number by occupants in their respective Units and upon the limited common elements appurtenant thereto, provided such animals shall not be kept, bred or used for any commercial purposes
- Number of Occupants:
- Other:
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: <u>  N/A  </u>		Stairways: <u>                  </u>		Trash Chutes: <u>  None  </u>	
Apt Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
66-341A	1	2/1	685	75	laundry area
66-341B	1	3/1*	838	75	shower/laundry area
66-341C	1	3/1*	907		
66-341D	1	2/1	685	75	laundry area
66-341E	1	3/1	838	75	laundry area
66-341F	1	2/1	685	75	laundry area
66-341G	1	3/1	838	75	laundry area
66-345A	1	4/1-1/2	1,123		
66-345B	1	3/2	963	155	lanai areas
66-345C	1	2/1	508	64	lanai area
66-345D	1	2/1	795		
66-345E	1	4/1	1,029	65	laundry area
66-345F	1	2/1	795		
66-345G	1	4/2	1,321		
66-345H	1	4/2	1,321		

\* Separate shower and toilet

Total Apartments:     15    

**\* 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:  
See Exhibit "A"

Permitted Alterations to Apartments:  
See Exhibit "B"

Apartments Designated for Owner-Occupants Only:  
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 514A-102, HRS; or include the information here in this public report or in the announcement. Developer has not elected to provide the information in a published announcement or advertisement. Units 66-341A, 66-341D, 66-341E, 66-341F, 66-341G, 66-345E, 66-345G and 66-345H will be set aside for sale to prospective owner-occupants.

7. Parking Stalls:  
 Total Parking Stalls: 30

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>	
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>		
Assigned (Total)			<u>6</u>				<u>24</u>	<u>30</u>
Guest								
Unassigned								
Extra for Purchase								
Other: _____								
Total Covered & Open:			<u>6</u>				<u>24</u>	<u>30</u>

Each apartment will have the exclusive use of at least 2 parking stall(s).  
 Buyers are encouraged to find out which stall(s) will be available for their use.

- Commercial parking garage permitted in condominium project.
- Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- There are no recreational or common facilities.
- Swimming pool
- Storage Area
- Recreation Area
- Laundry Area
- Tennis Court
- Trash
- Chute/Enclosure(s)
- Other: \_\_\_\_\_

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

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

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations  
 (For conversions of residential apartments in existence for at least five years):

The structural components appears to be in fair condition, free from major structural defects; electrical and mechanical components appear to be in fair to poor condition and with routine care and maintenance performed on a regular basis, the useful remaining life of the subject units are estimated to be approximately 20 years.

11. Conformance to Present Zoning Code

1.  No variances to zoning code have been granted.  
 Variance(s) to zoning code was/were granted as follows:

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

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

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>    X    </u>	<u>          </u>	<u>          </u>
Structures	<u>          </u>	<u>  X (see pg 20)  </u>	<u>          </u>
Lot	<u>    X    </u>	<u>          </u>	<u>          </u>

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

Limitations may include restrictions on extending, enlarging, or continuing the 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:

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

described in Exhibit     "C"    

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit       "D"      

as follows:

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       "E"      .

as follows:

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   "F"   describes the encumbrances against the title contained in the title report dated May 23, 2006 and issued by First Hawaii Title Corporation  
Blanket Liens:

Blanket Liens:

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

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgages (2) Financing Statement Assignment of Rents And Other Income	Buyer's interest may be terminated and Buyer may be entitled to a refund less any escrow cancellation fees

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

B. Appliances:

None

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

Unit 66-341A was constructed in 1950  
Unit 66-341B was constructed in 1950  
Unit 66-341C was relocated in 1964  
Unit 66-341D was constructed in 1950  
Unit 66-341E was constructed in 1950  
Unit 66-341F - unable to determine year of construction or relocation  
Unit 66-341G was constructed in 1951  
Unit 66-345A was relocated in 1959  
Unit 66-345B was relocated in 1961  
Unit 66-345C was relocated in 1959  
Unit 66-345D was constructed in 1958  
Unit 66-345E - unable to determine year of construction or relocation  
Unit 66-345F was constructed in 1958  
Unit 66-345G was relocated in 1964  
Unit 66-345H was relocated in 1964

H. **Project Phases:**

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

Summary of Developers 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 developers 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 Developers affiliate  
 self-managed by the Association of Apartment Owners  Other: \_\_\_\_\_  
(elected volunteers to the Board of Directors)

- B. **Estimate of Initial Maintenance Fees:**

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 "G" 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    Insurance

## 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 "H" contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated August 26, 2005  
Exhibit "I" contains a summary of the pertinent provisions of the escrow agreement.
- Other \_\_\_\_\_

### B. Buyers 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 Regime 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. 5694 filed with the Real Estate Commission on May 19, 2005

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

YELLOW paper stock       WHITE paper stock       PINK paper stock

C. **Additional Information Not Covered Above**

**Disclosure re: Existing Use Permit**

On May 11, 2004, the Existing Use Permit No. 2004/EU-4 was approved by the Department of Planning and Permitting, City and County of Honolulu. A copy is attached as Exhibit "J".

On November 5, 2004, said Existing Use Permit No. 2004/EU-4 was modified. A copy is attached as Exhibit "K"

The Developer represents that it has complied with all applicable provisions of said Existing Use Permit, including but not limited to paragraphs 6 and 7 therein.

**Road Encroachment**

By letter dated March 5, 2004, the developer was informed that the Department of Design and Construction of the City and County of Honolulu will request the Department of the Corporation Counsel to proceed with a request for a Condemnation Resolution in order for the City to acquire title to the road encroachment, being part of the common element (road widening), 1,051 square feet, as designated on the site plan of the condominium map, by eminent domain proceedings. On December 9, 2005, a Final Order of Condemnation was filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 04-1-1761-09 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-256547. Copies said letter and Final Order of Condemnation are attached as Exhibit "L".

**Encroachment Agreements and License**

Encroachment Agreements and License dated May 9, 2006 and May 11, 2006 are attached hereto as Exhibits "M" and "N", affecting Units 66-345G and 66-345A respectively.

**Hazardous Materials**

The developer neither prepared nor commissioned a Phase 1 Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the apartments, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the apartment inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.

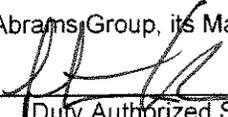
**Lead Warning Statement**

Pursuant to federal law, 42, U.S.C 4852(d), the Residential Lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

- 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.

Pacific Rim Development Group, LLC  
Printed Name of Developer

The Abrams Group, its Manager

By   
Duty Authorized Signatory

MAY 30 2006  
Date

The Abrams Group, its Manager, by Steven Abrams, its President  
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"**  
**BOUNDARIES OF APARTMENTS**

DIVISION OF PROPERTY. The Project is hereby divided into the following separate freehold estates:

1. Units. Fifteen (15) units separate and distinct freehold estates bounded by and including the decorated or finished surfaces of the exterior of the perimeter walls, by the exterior surfaces of the respective roofs thereof, and inclusive of the floor and ceiling of each of the units in the Project, which units are designated on the Condominium Map as "Unit 66-341A", "Unit 66-341B", "Unit 66-341C", "Unit 66-341D", "Unit 66-341E", "Unit 66-341F", "Unit 66-341G", "Unit 66-345A", "Unit 66-345B", "Unit 66-345C", "Unit 66-345D", "Unit 66-345E", "Unit 66-345F", "Unit 66-345G", and "Unit 66-345H", and are sometimes referred to herein as "Units". The term "Unit" as used herein shall have the same meaning as the term "Apartment" in the Condominium Property Act, as the same may be amended from time to time.

(a) Unit 66-341A contains one (1) floor, without a basement, in which there are two (2) bedrooms, one (1) bath, a kitchen/dining room and a laundry area. Unit 66-341A contains a net living area of approximately 685 square feet and is constructed primarily of wood and roll roofing. The laundry area consists of approximately 75 square feet.

(b) Unit 66-341B contains one (1) floor, without a basement, in which there are three (3) bedrooms, one (1) toilet room, one (1) outdoor shower/laundry room, and a kitchen/dining room and a living room. Unit 66-341B contains a net living area of approximately 838 square feet and is constructed primarily of wood and roll roofing. The outdoor shower/laundry area consists of approximately 75 square feet.

(c) Unit 66-341C contains one (1) floor, without a basement, in which there are three (3) bedrooms, one (1) toilet room, one (1) shower room, a kitchen/dining room, a living room, and a porch. Unit 66-341C contains a net living area of approximately 907 square feet and is constructed primarily of wood and roll roofing. A laundry area is located on the exterior portion of the Unit.

(d) Unit 66-341D contains one (1) floor, without a basement, in which there are two (2) bedrooms, one (1) bath, a kitchen/dining room, a living room and a laundry area. Unit 66-341D contains a net living area of approximately 685 square feet and is constructed primarily of wood and roll roofing. The laundry area consists of approximately 75 square feet.

(e) Unit 66-341E contains one (1) floor, without a basement, in which there are three (3) bedrooms, one (1) bath, a kitchen/dining room, a living room and a laundry area. Unit 66-341E contains a net living area of approximately 838 square feet and is constructed primarily of wood and roll roofing. The laundry area consists of approximately 75 square feet.

(f) Unit 66-341F contains one (1) floor , without a basement, in which there are two (2) bedrooms, one bath, a kitchen/dining room, a living room and a laundry area. Unit 66-341F contains a net living area of approximately 685 square feet and is constructed primarily of wood and roll roofing. The laundry area consists of approximately 75 square feet.

(g) Unit 66-341G contains one (1) floor , without a basement, in which there are three (3) bedrooms, one (1) bath, a kitchen/dining room, a living room and a laundry area. Unit 66-341G contains a net living area of approximately 838 square feet and is constructed primarily of wood and roll roofing. The laundry area consists of approximately 75 square feet.

(h) Unit 66-345A contains one (1) floor, without basement, in which there are three (3) bedrooms, a study, two (2) baths, a kitchen/dining room, and a living room. Unit 66-345A contains a net living area of approximately 1,123 square feet and is constructed primarily of wood and roll roofing.

(i) Unit 66-345B contains one (1) floor , without a basement, in which there are three (3) bedrooms, two (2) baths, a kitchen/dining room, a living room and two (2) lanai areas. Unit 66-345B contains a net living area of approximately 963 square feet and is constructed primarily of wood and roll roofing. The lanai areas consist of approximately 155 square feet.

(j) Unit 66-345C contains one (1) floor , without a basement, in which there are two (2) bedrooms, one (1) bath, a kitchen/dining room, a living room and a lanai area. Unit 66-345C contains a net living area of approximately 508 square feet and is constructed primarily of wood and roll roofing. The lanai area consists of approximately 64 square feet.

(k) Unit 66-345D contains one (1) floor , without a basement, in which there are two (2) bedrooms, one (1) bath, a kitchen/dining room and a living room. Unit 66-345D contains a net living area of approximately 795 square feet and is constructed primarily of CMU wall and roll roofing.

(l) Unit 66-345E contains one (1) floor , without a basement, in which there are four (4) bedrooms, one (1) bath, a kitchen, a living room, a dining room and a laundry area. Unit 66-345E contains a net living area of approximately 1,029 square feet and is constructed primarily of wood and roll roofing. The laundry area consists of approximately 65 square feet.

(m) Unit 66-345F contains one (1) floor , without a basement, in which there are two (2) bedrooms, one (1) bath, a kitchen/dining room and a living room. Unit 66-345F contains a net living area of approximately 795 square feet and is constructed primarily of CMU wall and roll roofing.

(n) Unit 66-345G contains one (1) floor, without a basement, in which there are four (4) bedrooms, two (2) baths, a walk-in closet, a hallway, a kitchen, a living room and a dining room. Unit 66-345G contains a net living area of approximately 1,321 square feet and is constructed primarily of wood and roll roofing.

(o) Unit 66-345H contains one (1) floor , without a basement, in which there are four (4) bedrooms, two (2) baths, a walk-in closet, a kitchen, a living room, a dining room and a hallway. Unit 66-345H contains a net living area of approximately 1,321 square feet and is constructed primarily of wood and roll roofing.

Each Unit shall also include all pipes, wires, conduits, and other utility and service lines contained wholly within such Unit and which are utilized exclusively by and serve only such Unit.

End of Exhibit "A"

**EXHIBIT "B"**  
**ALTERATION OF PROJECT**

ALTERATION OF PROJECT. No work shall be done to the Units, the limited common elements appurtenant thereto, or any other part of the Project, by any owner of a Unit or any other person, which could jeopardize the soundness or safety of the Project, reduce the value thereof, impair any easement or hereditament, detract from the appearance of the Project, interfere with or deprive any nonconsenting owner of the use or enjoyment of any part of the Project, or directly affect any nonconsenting owner in any unreasonable manner, all as determined by the Board, without in every such case first obtaining the consent of the owners of the other Units, which consent shall not be unreasonably withheld. Except as otherwise provided by law, all other additions to or alterations of any Unit or its appurtenant limited common elements by the owner of such Unit shall be permitted without restriction, provided that the owner or other person making such additions or alterations shall comply strictly with all applicable laws, ordinances, and regulations of any governmental entity, and shall also obtain all necessary permits, at such person's sole expense.

In addition to the foregoing limitations, all owners are restricted to the limitations set forth in Existing Use Permit No. 2004/EU-4, approved on May 11, 2004, by the Department of Planning and Permitting, City and County of Honolulu, State of Hawaii, and amended on November 5, 2004, copies of which are attached hereto as Exhibits "J" and "K" and made a part hereof.

**EXHIBIT "C"**  
**COMMON ELEMENTS**

The common elements shall consist of all portions of the Project, except the Units above described, and shall specifically include, but not be limited to:

- (a) The land in fee simple.
- (b) All pipes, wires, conduits, and other utility and service lines, including water, which are utilized for or serve all of the Units.
- (c) That certain Common Element (Roadway) of approximately 10,403 square feet as designated on the Condominium Map.

**EXHIBIT "D"**  
**LIMITED COMMON ELEMENTS**

Certain parts of the common elements are hereby set aside and reserved for the exclusive use of the Unit or Units and shall constitute limited common elements appurtenant thereto. Each Unit or Units shall have an exclusive easement for the use of the limited common elements appurtenant thereto, except as otherwise provided herein. The cost of maintenance, repair, upkeep, and replacement of each limited common element shall be assessed to the owner of the Unit or Units to which such limited common element is appurtenant. The limited common elements shall be appurtenant to each of the Units as follows:

(a) That certain 6,223 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-341A is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-341A.

(b) That certain 5,015 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-341B is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-341B.

(c) That certain 3,725 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-341C is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-341C.

(d) That certain 4,524 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-341D is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-341D.

(e) That certain 5,899 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-341E is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-341E.

(f) That certain 5,353 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-341F is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-341F.

(g) That certain 6,390 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-341G is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-341G.

(h) That certain 5,439 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-345A is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-345A.

(i) That certain 5,060 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-345B is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-345B.

(j) That certain 3,086 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-345C is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-345C.

(k) That certain 3,800 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-345D is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-345D.

(l) That certain 5,187 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-345E is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-345E.

(m) That certain 3,636 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-345F is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-345F.

(n) That certain 5,132 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-345G is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-345G.

(o) That certain 5,038 square feet, more or less, of the real property of the Project, which includes the real property upon which Unit 66-345H is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 66-345H.

(q) One mailbox shall be appurtenant to and for the exclusive use of each Unit.

(r) All pipes, wires, conduits, and other utility and service lines not contained within a Unit but used by and servicing one or more Units, but less than all the Units, shall be

appurtenant to and for the exclusive use of the Unit or Units using and serviced by such pipes, wires, conduits, and other utility and service lines.

(s) All walls and fences on the property contained within the limited common elements of a Unit, shall be appurtenant to and for the exclusive use of that Unit.

**NOTICE**

THE DESIGNATION OF THE LAND BENEATH AND ADJACENT TO EACH HOME AS A LIMITED COMMON ELEMENT DOES NOT REPRESENT A LEGALLY SUBDIVIDED OR SUBDIVIDABLE LOT. AS SUCH, CERTAIN CITY SERVICES MAY NOT BE AVAILABLE TO APARTMENT OWNERS

PROSPECTIVE PURCHASERS ARE CAUTIONED TO CAREFULLY REVIEW THE PROJECT DOCUMENTS FOR FURTHER INFORMATION IN REGARDS THERETO.

End of Exhibit "D"

**EXHIBIT "E"**  
**COMMON INTEREST**

Each Unit shall have appurtenant thereto an undivided interest, in the common elements for all purposes, including voting, as follows.

Unit 66-341A	6 $\frac{2}{3}$ %
Unit 66-341B	6 $\frac{2}{3}$ %
Unit 66-341C	6 $\frac{2}{3}$ %
Unit 66-341D	6 $\frac{2}{3}$ %
Unit 66-341E	6 $\frac{2}{3}$ %
Unit 66-341F	6 $\frac{2}{3}$ %
Unit 66-341G	6 $\frac{2}{3}$ %
Unit 66-345A	6 $\frac{2}{3}$ %
Unit 66-345B	6 $\frac{2}{3}$ %
Unit 66-345C	6 $\frac{2}{3}$ %
Unit 66-345D	6 $\frac{2}{3}$ %
Unit 66-345E	6 $\frac{2}{3}$ %
Unit 66-345F	6 $\frac{2}{3}$ %
Unit 66-345G	6 $\frac{2}{3}$ %
Unit 66-345H	6 $\frac{2}{3}$ %

EXHIBIT 'F'

ENCUMBRANCES AGAINST TITLE

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in the actual policy forms. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Real property tax assessments for the fiscal year 2005-2006:

Tax Map Key No.: (1) 6-6-019-022-0001  
6-6-019-022-0002  
6-6-019-022-0003  
6-6-019-022-0008  
6-6-019-022-0009  
6-6-019-022-0010  
6-6-019-022-0011  
6-6-019-022-0013

Class No.: 1

First Installment: \$0.00, PAID, (8/20) Check with the Tax Office  
Second Installment: \$0.00, PAID, (2/20) for further information

Note: Real Property Taxes for the fiscal year 2005-2006 are not assessed by individual condominium units.

2. A Grant of Easement for utility purposes, in favor of Hawaiian Electric Company, Inc. and Hawaiian TelCom, Inc., recorded as Book 1454 Page 1 of Official Records.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. The following matters, as shown on or disclosed by the Survey dated September 6, 2003, prepared by Wesley T. Tengan, Licensed Professional Land Surveyor, Certificate No. 6958:

(a) Chainlink fence from subject Parcel 22, extends approximately 0.5 feet to 0.0 feet for a length of 40.0 feet into Parcel 25. Another portion of it extends approximately 0.0 feet to 0.5 feet to 0.4 feet for a length of 50.1 feet into Parcel 26.

(b) Metal fence from subject Parcel 22 extends approximately 0.4 feet to 0.5 feet for a length of 40.7 feet into Parcel 26.

(c) Wire fence from subject Parcel 22 extends approximately 0.5 feet to 0.0 feet for a length of 25.2 feet into Parcel 27. Another portion of it extends approximately 0.0 feet to 0.3 feet to 0.0 feet for a length of 9.3 feet into Parcel 27.

(d) Chainlink fence from subject Parcel 22 extends approximately 0.0 feet to 0.2 feet for a length of 5.1 feet into Parcel 28. Another portion of it extends approximately 0.2 feet to 0.0 feet for a length of 13.1 feet into Parcel 29. Another portion of it extends approximately 0.0 ft. to 0.4 ft. for a length of 3.1 ft. into Parcel 29. The end of it extends approximately 0.9 ft. into subject Parcel 13.

(e) Chainlink fence from Parcel 33 extends approximately 0.2 feet to 0.0 feet for a length of 18.1 feet into subject Parcel 22.

(f) End of tile wall from Parcel 32 extends approximately 0.2 feet into subject Parcel 22.

Note: The foregoing encroachment(s), Items 4a, 4b, 4c, 4e and 4f, are de minimus as defined under Hawaii Revised Statutes 669.11 through 669.13, as amended. The policy of title insurance will insure against loss or damage by reason of the foregoing encroachments.

A mortgage policy of title insurance will insure against loss or damage by reason of the foregoing encroachments.

5. Regular System Condominium Map No. 3968.

6. The terms and provisions contained in or incorporated by reference in the Declaration of Condominium Property Regime. Said Declaration was recorded March 23, 2005 as Regular System Document No. 2005-057535 of Official Records.

The above Declaration of Condominium Property Regime was amended by First Amendment to Declaration of Condominium Property Regime of Kaamooloa Estates recorded April 12, 2006 as Regular System Document No. 2006-068773 of Official Records.

7. The terms and provisions contained in or incorporated by reference in the Condominium By-Laws, as may be amended. Said By-Laws were recorded March 23, 2005 as Regular System Document No. 2005-057536 of Official Records.

**EXHIBIT G**

**ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>		
Unit 66-341A	\$43.20 x 12	=	\$518.40
Unit 66-341B	\$43.20 x 12	=	\$518.40
Unit 66-341C	\$43.20 x 12	=	\$518.40
Unit 66-341D	\$43.20 x 12	=	\$518.40
Unit 66-341E	\$43.20 x 12	=	\$518.40
Unit 66-341F	\$43.20 x 12	=	\$518.40
Unit 66-341G	\$43.20 x 12	=	\$518.40
Unit 66-345A	\$43.20 x 12	=	\$518.40
Unit 66-345B	\$43.20 x 12	=	\$518.40
Unit 66-345C	\$43.20 x 12	=	\$518.40
Unit 66-345D	\$43.20 x 12	=	\$518.40
Unit 66-345E	\$43.20 x 12	=	\$518.40
Unit 66-345F	\$43.20 x 12	=	\$518.40
Unit 66-345G	\$43.20 x 12	=	\$518.40
Unit 66-345H	\$43.20 x 12	=	\$518.40

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



**EXHIBIT "H"**  
**SUMMARY OF SALES CONTRACT**

The specimen Sales Contract contains, among other things, the following provisions:

1. **Risk of Loss and Insurance.** Risk of loss passes to Buyer upon transfer of title or occupancy whichever comes first.
  
2. **Default.** In the event the Buyer fails to perform Buyer's obligations under the Sales Contract, and the Seller is not in default, then Seller may a) bring an action for damages for breach of contract, b) retain Buyer's initial deposit and all additional deposits as liquidated damages, and c) Buyer shall be responsible for all costs incurred in accordance with the Sales Contract. In the event Seller fails to perform Seller's obligations under the Sales Contract, and the Buyer is not in default, Buyer may: a) bring an action against Seller for damages for breach of contract; (b) file and maintain an action against Seller for specific performance of this contract; and (c) Seller shall be responsible for any cost incurred in accordance with this contract. The foregoing shall not exclude any other remedies available to either Seller or Buyer. In the event of default and/or a lawsuit arising out of this contract (including a suit by a Broker for commission), the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees.
  
3. **Time is of the Essence.** Time is of the essence in the performance by all parties of their obligations in the Sales Contract.
  
4. **Mediation.** In any dispute or claim arises out of the Sales Contract during the transaction or at any time after closing, between Seller, Buyer, and/or a Broker, and the parties are unable to resolve the dispute, Buyer and Seller agree in good faith to attempt to settle the dispute or claim by non-binding mediation.

**EXHIBIT "I"**  
**SUMMARY OF ESCROW AGREEMENT**

An escrow agreement (hereinafter called the "Escrow Agreement") detailing the manner in which purchasers' funds are to be handled, has been executed and a copy thereof has been filed with the Commission. The Escrow Agent is FIRST AMERICAN TITLE COMPANY, INC., a Hawaii corporation (hereinafter referred to as "Escrow"). The escrow agreement, among other things, contains the following provisions:

**Contracts Deposited in Escrow.** As and when Seller shall enter into a contract for the sale of a unit, Seller shall deliver an executed copy of such contract to Escrow. Each contract shall specify the correct name(s) and address(es) of the purchaser(s), shall require that all payments to be made thereunder shall be made to Escrow and shall be accompanied by the initial deposit required thereunder.

**Funds Paid to Escrow.**

(a) **Deposit of Funds By Seller.** Seller shall pay over to Escrow any monies received by Seller from purchasers under contracts covering units in the Project, including all disbursements made on loan commitments, if any, from lending institutions, to individual purchasers. Escrow shall receive and hold in escrow and disburse as herein set forth: (a) all payments received by Escrow under contracts made by Seller; (b) all sums received by Escrow hereunder from Seller; (c) all funds from any lending institution pursuant to a mortgage loan for the purchase of any unit by individual purchasers; and (d) all sums received by Escrow from any other source on account of contracts for units in the Project. In accordance with written instructions from Seller that are acceptable to Escrow, Escrow shall deposit all funds so received, within a reasonable time of their receipt by Escrow and in reasonably convenient sums, in a federally insured, interest-bearing account at a bank, savings and loan association, or trust company authorized to do business in the State of Hawaii; provided, however, if Escrow is instructed to make such deposits more frequently than once each calendar week, Seller shall pay to Escrow a reasonable service charge for each additional deposit made during such week.

(b) **Interest On Funds In Escrow.** Unless otherwise provided in this Agreement, any interest earned on funds deposited in escrow under this Agreement shall accrue as specified in the applicable contract. If the contract does not specify to whom interest is to accrue, any interest earned on funds deposited in escrow under this Agreement shall accrue as set forth herein. Escrow shall not be liable to either Seller or any purchaser for loss or diminution in funds invested in accordance with instructions given to Escrow. If the contract is entered into pursuant to a Final Public Report, any interest earned on funds deposited in escrow under this Agreement shall accrue to the credit of Seller; except that, if Escrow is requested to establish a separate account for a purchaser, Escrow shall do so, the purchaser shall furnish to Escrow the purchaser's social security or federal identification number, the purchaser shall pay Escrow a fee of \$25.00 for such separate account and any interest earned on funds deposited in such account shall accrue to the credit of the purchaser.

**Conditions to be Met Prior to Disbursement of Funds In Escrow.** No disbursements of funds held in escrow shall be made unless and until the following conditions have been fulfilled:

(a) **Final Public Report Must Be Issued.** No disbursements shall be made from a funds held in escrow for a particular contract for a unit in the Project until (i) the Real Estate Commission shall have issued an effective date for a Final Report on the Project, and (ii) the purchaser shall have been given a copy of the Final Report and shall have acknowledged receipt of same or shall have been deemed to have acknowledged receipt of same and shall have waived or shall have been deemed to have waived the purchaser's right to cancel the contract.

(b) **Receipt of Opinion by Escrow.** Seller, or Seller's attorney, shall have delivered a written opinion to Escrow that the purchaser's contract has become effective; and stating that:

(i) the requirements of HRS Sections 514A-40, 514A-62, 514A-63 and 514A-64.5 have been met;

(ii) all contracts delivered to Escrow are binding upon the purchasers; and

(iii) if the project is a conversion project, that requirements of HRS Section 521-38 have been complied with.

Seller, or Seller's attorney, agrees to inform Escrow immediately in writing of the development of any event or occurrence which renders the opinion delivered by Seller, or Seller's attorney, pursuant to this subparagraph 3(b) untrue.

(c) **Seller's Waiver.** Seller shall have given Escrow a written waiver of any option reserved in any contract to cancel such contract.

(d) **Certificate.** Seller shall have delivered to Escrow a certificate from Seller's architect stating that the Project is in compliance with the Federal Fair Housing Amendment Act of 1988.

(e) **Closing by Escrow.** Funds held by Escrow for the account of a purchaser under a contract for the sale of a unit in the Project shall not be disbursed until Escrow has closed the purchaser's contract in accordance with Section 7 of this Agreement.

**Disbursement of Purchaser's Funds.** Subject to the provisions of the preceding paragraph, disbursements from the funds held in escrow shall be made not more than once each month on one check by Escrow, without charge, if requested in writing by Seller, to Seller, to Seller's general contractor or Seller's mortgagee for the following:

(a) To pay for construction costs of the buildings and other improvements and fixtures in such amounts and at such times and in proportion to the valuation of the work completed by the contractor in accordance with the terms of the construction contract, as certified by a registered architect or professional engineer and as approved by Seller's mortgagee or a financially disinterested person who shall be designated in writing by the Seller and Seller's

mortgagee, if any, and who shall certify to Escrow in writing that he is financially disinterested (and Escrow shall have the right to rely on said certification).

(b) To other persons for architectural, engineering, finance and legal fees and other incidental expenses of the Project (but not selling expenses or brokerage fees relating to sales of any unit) to the extent approved by the Seller's mortgagee or said financially disinterested person.

(c) The balance of monies remaining in escrow shall be disbursed in accordance with the directions of the Seller and Seller's mortgagee or said financially disinterested person only upon completion of the buildings of the Project and when Escrow shall have received satisfactory evidence that all mechanics' and materialmen's liens have been cleared or sufficient funds have been set aside to cover claims if liens are filed; otherwise, forty-six (46) days after the filing of the affidavit of publication of notice of completion in the office of the clerk of the circuit court where the Project is located, a copy of which shall have been delivered to Escrow; provided, further that if any notice of mechanics' or materialmen's liens shall have been filed, the funds shall be disbursed only when such liens have been cleared or sufficient funds have been set aside to cover such claims.

#### **Return of Purchaser's Funds and Documents.**

(a) Cancellation or Rescission of a Contract. Unless otherwise provided in this Agreement, a purchaser shall be entitled to a return of such purchaser's funds held in escrow under a contract, and Escrow shall pay such funds to such purchaser, together with any interest which may have accrued to the credit of such purchaser, if any one of the following has occurred:

(i) Seller and purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(ii) Seller or purchaser shall have notified Escrow of Seller's or purchaser's exercise of an option to cancel or rescind the contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller or purchaser; or

(iii) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has executed his right to cancel the contract pursuant to Section 514A-62 Hawaii Revised Statutes, as amended; or

(iv) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the contract pursuant to HRS Section 514A-62; or

(v) The purchaser shall have notified Escrow of purchaser's exercise of purchaser's right to rescind the contract pursuant to HRS Section 514A-63.

In any of the foregoing events, Escrow shall, unless the purchaser has waived or has been deemed to have waived the right to a refund, pay said funds to said purchaser (less a cancellation fee commensurate with the work done by Escrow prior to such cancellation, up to a maximum of \$250.00) and thereupon said sales contract and any conveyance document theretofore delivered

to Escrow shall be returned to Seller and shall be deemed no longer held hereunder; provided, however, that no refund shall be made to a purchaser at the purchaser's request prior to receipt by Seller of written notice from Escrow of Escrow's intent to make such refund.

(b) Notwithstanding any other provision in this Agreement to the contrary, Escrow further agrees to make refunds to purchasers, in accordance with Part VI, Chapter 514A, Hawaii Revised Statutes, out of the funds then on deposit with Escrow, if the Seller and purchaser shall so request in writing and any one of the following events has occurred:

(i) no sales contract has been offered to the purchaser who has been placed on the Seller's reservation list of owner-occupant applicants; or

(ii) the purchaser has been unable to obtain adequate financing, or a commitment for adequate financing, for his unit within the thirty (30) calendar day period during which the Seller is limited to selling to owner-occupant; or

(iii) the purchaser desires to cancel the contract on account of hardship circumstances such as those set forth in Section 514A-104(1), Hawaii Revised Statutes; or

(iv) the purchaser indicates an intent not to become an owner-occupant of such unit.

Except for cancellations under subparagraph (i) above, Escrow may deduct from any such refund made to a purchaser a cancellation fee as set forth above.

**Purchaser's Default.** Seller shall give notice in writing to Escrow of the occurrence of each event which initiates an obligation of a purchaser to make a payment to Escrow pursuant to the sales contract as well as notice of the amount and due date of such payment. If the purchaser fails to make such payment to Escrow on or before the due date thereof or if the purchaser fails to perform in any matter that is being handled by Escrow, Escrow shall promptly notify Seller of any such failure on the part of the purchaser. If Seller subsequently certifies in writing to Escrow that Seller has terminated the contract in accordance with the terms thereof and provides to Escrow copies of all such notices of termination sent to the purchaser, Escrow shall thereafter treat all funds of the purchaser paid on account of such purchaser's contract as funds of Seller and not as funds of the purchaser. Thereafter, such funds shall be free of the escrow established by this Agreement and shall be held by Escrow for the account of Seller. Upon written request by Seller, Escrow shall pay such funds to Seller, less any escrow cancellation fee. Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such purchaser. The terms of this provision shall be included in the escrow agreement entered into between Escrow, Seller and any purchaser in connection with a contract between Seller and such purchaser for a unit in the Project.

End of Exhibit "I"

**EXHIBIT "J"**

**EXISTING USE PERMIT NO. 2004-EU-4**

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.honolulu.gov](http://www.honolulu.gov)



JEREMY HARRIS  
 MAYOR

ERIC C. CRISPIN, AM  
 DIRECTOR

BARBARA KIM STANTON  
 DEPUTY DIRECTOR

KATHY BOKUNJANA  
 ACTING DEPUTY DIRECTOR

2004/EU-4(JS)

MINOR PERMIT - EXISTING USE (EU)	
File Number	: 2004/EU-4
Project	: Kaamooloa Road Existing Use
Location	: 66-341, 66-341A, 66-341A1, 66-341B to E, 66-345, 66-345A to F, 66-345 G1 & 66-345 G2 Kaamooloa Road
Tax Map Key	: 6-6-019: 022
Zoning	: R-5 Residential District
Applicant	: Steven Abrams
Date Accepted	: April 7, 2004

**APPROVAL** is granted to the existing use, 16 existing dwellings, (14 single-family and one two-family detached) dwellings, in accordance with the application documents (plans date-stamped March 25, and April 6, 2004), 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 Existing Use (EU) permit is only for the continued use, repair, alteration, expansion, relocation, or reconstruction of the existing dwellings. This EU 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 kitchens within the two-family detached dwelling (66-345 G1 and G2) shall be restored within 6 months of this approval or the number of units approved by this EU shall be reduced to 14 and the structure shall be redesigned into an accessory use or demolished. Lodging units are not permitted within the R-5 Residential district. Photographic documentation shall be provided as evidence toward compliance with this condition.
6. The applicant or owner(s) shall incorporate this EU 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.
7. If the project will be condominiumized, 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.
8. All work shall comply with the applicable LUO standard for the underlying zoning district, unless otherwise stated herein:
  - (1) A minimum 10-foot setback for structures shall be required from the common access drive;
  - (2) Within the project, the minimum distances between buildings shall be as follows:
    - (i) 10 feet between two one-story dwellings
    - (ii) 15 feet between a one-story and a two-story dwelling or portion thereof
    - (iii) 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;

  - (3) Maximum building area shall not exceed 30 percent of the original lot area of 83,910 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.
9. 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 (building 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.

10. A minimum of 32 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 area).
11. Reconstructed dwellings shall have a minimum 16-foot driveway depth fronting the carport or garage.
12. Prior to the issuance of any building permit or change of ownership subsequent to this approval, an all-weather surface shall be provided at all driveway and parking areas. A minimum 20-foot wide paved common driveway shall be provided.
13. A Fence Master Plan shall be submitted to the DPP for review and approval prior to the issuance of any new permit for fences or walls. Perimeter chain link fencing shall be screened with a minimum five-foot high hedge and maintained in a healthy condition. Fences along the common driveway shall be set back a minimum of 2 feet and not exceed a height of 42 inches.
14. 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.
15. Any reconstruction or expansion of dwelling units 66-341 A1, 66-341 B, C, D and E, 66-345 B, C, D, E and F, 66-345 G1 and 66-345 G2 (excluding any carports) shall require the installation of an approved automatic fire sprinkler system in accordance with NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family dwellings. An exception shall be made for interior renovations, provided there is no increase in the floor area or height of the dwelling. In addition, an unobstructed vertical clearance of 13 feet 6 inches throughout the driveway shall be maintained.  
  
Construction plans shall be submitted to the Honolulu Fire Department for review and approval.
16. 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.

Doc. 298717

*Paul S. Segant*  
SIGNATURE

Director of DPP  
TITLE

May 11, 2004  
DATE

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

**EXHIBIT "K"**

**MODIFICATION TO EXISTING USE  
FILE NO. 2004/EU-4  
DATED NOVEMBER 5, 2004**

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

640 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 833-4434 • FAX: (808) 837-8748  
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-2433 (JS)  
2004/EU-4

November 5, 2004

Mr. Steven Abrams, President  
The Abrams Group  
P.O. Box 89398  
Honolulu, Hawaii 96830

Dear Mr. Abrams:

Modification of Existing Use File No. 2004/EU-4  
Kaamooloa Road - Waialua  
66-341, 66-341A, 66-341A1, 66-341B through E, 66-345,  
66-345A through F, 66-345 G1 & 66-345 G2 Kaamooloa Road  
Tax Map Key 6-6-019: 022

We are pleased to inform you that your request (letter and plans DPP date-stamped October 27, 2004) to reduce the number of dwellings from 16 (14 single-family and 1 two-family) to 15 (15 single-family) dwellings by converting the two-family dwelling (66-345 G1 and G2) into a single-family dwelling (66-345 G) is **APPROVED** as a modification to the above permit.

The approved plans have been so marked and made part of the file. We have enclosed a receipt for the filing fee.

If you have any questions, please contact Joyce Shoji of our staff at 527-5354 and refer to the above file number.

Sincerely yours,

  
ERIC G. CRISPIN, AIA  
Director of Planning  
and Permitting

EGC:pl  
Encl.: Receipt No.54909

Doc. 333341

**EXHIBIT "L"**

**LETTER REGARDING ROAD ENCROACHMENT**

**And**

**FINAL ORDER OF CONDEMNATION**

DEPARTMENT OF DESIGN AND CONSTRUCTION  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 11<sup>TH</sup> FLOOR  
HONOLULU, HAWAII 96813  
Phone: (808) 523-4564 • Fax: (808) 523-4567  
Web site: [www.cc.honolulu.us](http://www.cc.honolulu.us)

JEREMY HARRIS  
MAYOR



TIMOTHY E. STEINBERGER, P.E.  
DIRECTOR

LA 04-133.JU

March 5, 2004

Mr. Steve Abrams  
P. O. Box 89398  
Honolulu, Hawaii 96830

Dear Mr. Abrams:

Subject: Kaamooloa Road Encroachment  
Tax Map Key No. 6-6-019-022

During the processing of the subject roadway encroachment, we found that there is a break in the chain of title. It is the City's policy to take property free and clear of any encumbrances.

Since the City has completed subdivision of the encroachment parcel out of the larger parcel, we will request the Department of the Corporation Counsel to proceed with a request for a Condemnation Resolution in order for the City to acquire title to this area by eminent domain proceedings. If this is agreeable to you, please indicate in the space provided below and return a copy of this letter in the enclosed envelope by March 15, 2004.

You can call Dodie Browne at 523-4241 if you have any questions.

Very truly yours,

  
THOMAS T. MIYATA, Chief  
Land Division

DB:ju

AGREE:

  
STEVE ABRAMS, *Hub as Myners Pacific, Kim Development Group, LLC*

Dated: 5/18/04

Phone: 808-221-5553



R-991

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
DEC 15, 2005 01:00 PM  
Doc No(s) 2005-256547



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 1/1 29

✓

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**Return by Mail ( ) Pickup (X) To:**  
Department of the Corporation Counsel  
City and County of Honolulu  
530 South King Street, Room 110  
Honolulu, Hawaii 96813  
Attention: Winston K. Q. Wong

---

**Tax Map Key:** 6-6-019-022 (Oahu) [Parcel 1]

**Total Pages:** 4

**Title of Document:** Final Order of Condemnation

**Grantors:** PACIFIC RIM DEVELOPMENT GROUP, LLC, ET AL.

**Grantee:** CITY AND COUNTY OF HONOLULU

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CARRIE K. S. OKINAGA, 5958  
Corporation Counsel  
WINSTON K. Q. WONG, 1498  
Deputy Corporation Counsel  
City and County of Honolulu  
Honolulu, Hawaii 96813  
Telephone: 523-4202

FIRST CIRCUIT COURT  
STATE OF HAWAII  
FILED

2005 DEC -9 PM 3:18

F. OTAKE  
CLERK

Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU, ) CIVIL NO. 04-1-1761-09 (GWBC)  
a municipal corporation, ) (Condemnation)  
)  
Plaintiff, )  
) FINAL ORDER OF CONDEMNATION;  
) EXHIBIT A  
)  
vs. )  
)  
PACIFIC RIM DEVELOPMENT GROUP, )  
LLC, a Nevada limited liability )  
company; FINANCE FACTORS, )  
LIMITED, a Hawaii corporation; )  
JOHN DOE 1 through JOHN DOE )  
500, inclusive, and JANE DOE 1 )  
through JANE DOE 500, )  
inclusive, unknown heirs of )  
Kukea (k) other than Kana Kukea )  
(k) aka Naukana aka Daniel Kana )  
Kukea and Pale Kukea (w) aka )  
Pale Kawaikumuole, unknown )  
heirs of Kahele Kukea (k) and )  
Kale Kukea (k), other than )  
Helen aka Helena Kukea, Kana )  
Kukea (k) aka Naukana aka )  
Daniel Kana Kukea and Pale )  
Kukea (w) aka Pale )  
Kawaikumuole, and unknown heirs )  
of Pale Kukea aka Pale )  
Kawaikumuole (w) and Eparaima )  
Kawaikumuole (k) other than )  
Ruth Kekoena Smith aka Kekoena )

I do hereby certify that this is a full, true, and  
correct copy of the original on file in this office.

  
Clerk, Circuit Court, First Circuit, State of Hawaii

Kawaikumuole aka Kekoena Smith, )  
 all deceased; JOHN DOES )  
 501-600; JANE DOES 501-600; )  
 DOE PARTNERSHIPS 1-25; DOE )  
 CORPORATIONS 1-25; DOE )  
 ENTITIES 1-25; and DOE )  
 GOVERNMENTAL UNITS 1-25, )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

FINAL ORDER OF CONDEMNATION

It appearing from the records and files in this cause that the payment required by the Judgment as to All Claims and All Parties on file herein, with respect to the real property and appurtenances thereunto referred to in the Complaint on file and more specifically described in Exhibit A attached hereto and made a part hereof, has been made by the Plaintiff in accordance with the terms and conditions of said Judgment,

NOW, THEREFORE, IT IS FINALLY ORDERED AND ADJUDGED as follows:

That said Judgment with respect to the aforementioned real property be and the same is fully satisfied and that all claims of the Defendants above named or of anyone claiming through said Defendants in connection with the payment by the Plaintiff as required by the terms of said Judgment be and the same are hereby fully satisfied;

That said real property and appurtenances thereunto be and the same are hereby condemned for the public use of the City and County of Honolulu, Plaintiff herein, to wit: Kaamooloa Road Encroachment project at Kamananui, Waialua, Oahu, Hawaii;

That the City and County of Honolulu, Plaintiff herein, does have and acquires said real property and appurtenances thereto, including all of the interests and estates of the Defendants therein and all improvements thereon, and that the title to the same be and is hereby vested in fee simple in the City and County of Honolulu, subject to a reservation in favor of the State of Hawaii of all mineral and metallic mines.

DATED: Honolulu, Hawaii, DEC 09 2005.

GARY W. B. CHANG



Judge of the above captioned Court

CIVIL NO. 04-1-1761-09 (GWBC), CITY AND COUNTY OF HONOLULU V. PACIFIC RIM DEVELOPMENT GROUP, LLC; ET AL. - FINAL ORDER OF CONDEMNATION

CONDEMN. ORD

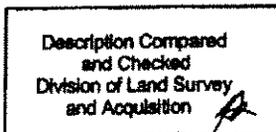
KAAMOOLOA ROAD ENCROACHMENT

PARCEL 1  
(Fee Simple)

Being a portion of Grant 1109 to Henry Williams. Situate at Kamananui, Waialua, Oahu, Hawaii.

Beginning at the South corner of this parcel of land, on the Northeast side of Kaamooloa Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU IKI" being 11,752.93 feet North and 3,641.79 feet East, as shown on Division of Land Survey and Acquisition Parcel Map File No. 17-10-8-15, and running by azimuths measured clockwise from true South:

- |    |          |             |   |
|----|----------|-------------|---|
| 1. | 139° 00' | 176.06 feet | along the Northeast side of Kaamooloa Road;                                       |
| 2. | 223° 00' | 6.00 feet   | along remainder of Grant 1109 to Henry Williams;                                  |
| 3. | 319° 00' | 176.06 feet | along same;   |
| 4. | 43° 00'  | 6.00 feet   | along same to the point of beginning and containing an area of 1,051 square feet. |



**EXHIBIT A**

**EXHIBIT "M"**

**ENCROACHMENT AGREEMENT AND LICENSE  
(Affecting Unit 66-345G)**

CERTIFIED TO BE A TRUE AND CORRECT COPY  
OF THE ORIGINAL RECORDED ON MAY 16 2006  
IN THE BUREAU OF CONVEYANCES OF THE  
STATE OF HAWAII AS  
DOC. # 2006-090886  
FIRST AMERICAN TITLE COMPANY, INC.

LAND COURT

REGULAR SYSTEM

After recordation, return by Mail [] Pickup [ ]

Total Number of Pages: 11

Affects Tax Map Keys: (1) 6-6-019-022 and (1) 6-6-019-022, C.P.R. No. 0014

### Encroachment Agreement and License

THIS AGREEMENT, made on MAY 9TH, 2006, by and between, ASSOCIATION OF APARTMENT OWNERS OF KAAMOOLOA ESTATES, by its Developer Pacific Rim Development Group, LLC, a Nevada Limited Liability Company, hereinafter referred to as "FIRST PARTY", and GARY ALLEN PLATH and KIRSTEN NIELSEN PLATH, husband wife, whose address is 98-874A Iho Place, Aiea, Hawaii 96701-2617, hereinafter referred to as "SECOND PARTY",

WHEREAS, FIRST PARTY is the owner of the property described in Exhibit "A", attached hereto and made a part hereof by reference, being further identified as Tax Map Key No.: (1) 6-6-019-022, hereinafter referred to as "FIRST PARTY LOT";

WHEREAS, SECOND PARTY is the owner of the property described in Exhibit "B", attached hereto and made a part hereof by reference, being further identified as Tax Map Key No.: (1) 6-6-019-022, C.P.R. No. 0014, hereinafter referred to as "SECOND PARTY LOT";

WHEREAS, according to a recent location survey by Wesley T. Tengan, Licensed Professional Land Surveyor, dated April 25, 2006, a copy of which is attached hereto and made a part hereof by reference as Exhibit "C", there is now constructed on a portion of the common boundary between FIRST PARTY LOT and SECOND PARTY LOT, a asphalt pavement from Common Element (Driveway), identified on said survey as "Driveway"; which is owned by FIRST PARTY but is partially built on SECOND PARTY LOT;

WHEREAS, the parties hereto wish to set forth their agreements concerning said Driveway.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. License. SECOND PARTY hereby grants FIRST PARTY a license, on the terms and conditions set forth herein, to maintain on the SECOND PARTY LOT those portions of the Driveway which presently encroach on the SECOND PARTY LOT, as shown on Exhibit "C" and hereinafter collectively called the "Encroachment". Therefore, FIRST PARTY forever relinquishes any accrued right, if any, to claim title to or right of possession of any portion of the SECOND PARTY LOT as a result of the Encroachment.

2. Termination of License. The license granted hereby for the Driveway shall automatically terminate if the Driveway is hereafter removed by FIRST PARTY or destroyed by any cause beyond the control of and without the negligence of SECOND PARTY. This license shall not, however, permit FIRST PARTY to rebuild on the SECOND PARTY LOT the Driveway removed by FIRST PARTY or substantially destroyed by any cause beyond the control of and without the negligence of SECOND PARTY. At such time as the Encroachment is completely removed by FIRST PARTY or substantially destroyed by any cause beyond the control of and without the negligence of SECOND PARTY, the license and this Agreement shall automatically terminate. FIRST PARTY shall then immediately prepare or cause to be prepared, at FIRST PARTY's expense, and the parties hereto shall execute and record, at FIRST PARTY's expense, evidence of such termination. "Substantially destroyed" shall mean more than one-half (1/2) of the Driveway shall be damaged or destroyed.

3. Maintenance and Repairs. FIRST PARTY shall be solely responsible for maintenance, repair and upkeep of the Encroachment. FIRST PARTY shall maintain the Encroachment in conformity with all applicable laws, ordinances, rules and regulations. The costs of such maintenance shall be borne by FIRST PARTY. FIRST PARTY shall indemnify and hold SECOND PARTY and SECOND PARTY's lessees and tenants, harmless from any loss, damage, injury or death arising out of or proximately resulting from the negligence, wrongful act or failure to act of FIRST PARTY, FIRST PARTY's lessees, tenants, family, invitees, servants or guests.

4. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors in trust or assigns. This Agreement shall be deemed a covenant running with the land

provided, however, that nothing herein contained shall be construed as a conveyance by either party of his or her respective rights in the fee simple or other interest of his or her lot.

5. Headnotes. The headnotes or captions of each paragraph are for convenience only and shall not be construed as modifying the context thereof.

6. Counterparts. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the undersigned executed these presents as of the day and year first above written.

**ASSOCIATION OF APARTMENT  
OWNERS OF KAAMOLOA ESTATES**

By: Pacific Rim Development Group, LLC  
a Nevada Limited Liability Company  
Its: Developer

By: The Abrams Group, Its Manager

By   
\_\_\_\_\_  
STEVEN ABRAMS  
Its: President

"FIRST PARTY"

  
\_\_\_\_\_  
GARY ALLEN PLATH

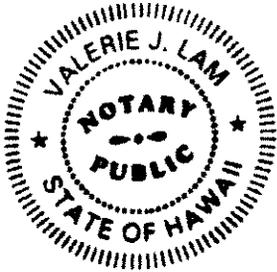
  
\_\_\_\_\_  
KIRSTEN NIELSEN PLATH

"SECOND PARTY"

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On May 11, 2006

, before me personally appeared **Steven Abrams**, President of **The Abrams Group**, a Nevada corporation, Manager of Pacific Rim Development Group, LLC, a Nevada limited liability company, as the Developer for the **ASSOCIATION OF APARTMENT OWNERS OF KAAMOOLOA ESTATES**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



*Valerie J. Lam*

\_\_\_\_\_  
*Notary's Signature*

Print Name: \_\_\_\_\_

Notary Public, State of Hawaii

My Commission Expires: \_\_\_\_\_

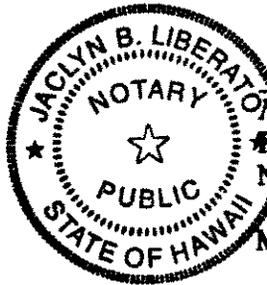
VALERIE J. LAM

Notary Public, State of Hawaii

My commission expires: April 3, 2009

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On MAY 9<sup>TH</sup>, 2006, before me personally appeared GARY ALLEN PLATH and KIRSTEN NIELSEN PLATH, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



*Jaclyn B. Liberato*

Notary's Signature \_\_\_\_\_  
Print Name: Jaclyn B. Liberato  
Notary Public, State of Hawaii  
My Commission Expires: 03.05.10

**EXHIBIT "A"**

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 1109 to Henry Williams) situate, lying and being at Paikaula, District of Waialua, City and County of Honolulu, State of Hawaii, being LOT 2, and thus bounded and described:

Beginning at the South corner of this piece of land, the West corner of Lot 1 and on the North side of Grant 563, Ap. 1 to Naluahi, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU IKI" being 11752.93 feet North and 3641.79 feet East and running by azimuths measured clockwise from true South:

- |    |          |        |   |
|----|----------|--------|---|
| 1. | 139° 00' | 176.06 | feet along Grant 563, Ap. 1 to Naluahi;   |
| 2. | 223° 00' | 469.51 | feet along Lot 1, same being portion of Grant 1109 to Henry Williams;   |
| 3. | 308° 45' | 175.58 | feet along Grant 236, Apans 2 to John O. Davis;   |
| 4. | 43° 00'  | 500.92 | feet along Lot 3, same being portion of Grant 1109 to Henry Williams, to the point of beginning, containing an area of 84,961 square feet, or 1.9503 acres, more or less. |

Being all of the land conveyed by the following:

**(1) WARRANTY DEED**

Grantor: **HARRY YOSHIO ARAKAKI, husband of Jane Arakaki, HENRY YOSHIHIRO ARAKAKI, husband of Beniah Arakaki, GLORIA GOMES, also known as Gloria Sachiko Gomes, unmarried, GAIL KINUYO ARAKAKI, unmarried, RICHARD YOSHINORI ARAKAKI and ELIZABETH HUE ARAKAKI, Trustees under that unrecorded Living Trust Agreement dated July 27, 1991, with full powers and authority to buy, lease, mortgage and sell the property herein described, and other powers more fully set forth therein, RICHARD YOSHINORI ARAKAKI, husband of Elizabeth Arakaki, SUNDAY OCHI, also known as**

Sunday Junko Ochi, wife of Wayne Ochi, HENRY Y. NAKAHODO, Successor Trustee of The Nancy F. Nakahodo Revocable Living Trust dated July 29, 1998, with full powers and authority to buy, lease, mortgage and sell the property herein described, and other powers more fully set forth therein, ROBERT Y. ARAKAKI, Trustee under that certain unrecorded Revocable Living Trust Agreement dated August 19, 1993, with full powers and authority to buy, lease, mortgage and sell the property herein described, and other powers more fully set forth therein, and PATRICIA ANN SETSUKO LAU, Trustee under that certain unrecorded Revocable Trust Agreement dated January 21, 1993, as amended, with full powers and authority to buy, lease, mortgage and sell the property herein described, and other powers more fully set forth therein

Grantee: PACIFIC RIM DEVELOPMENT GROUP, LLC, a Nevada Limited Liability Company

Dated: September 30, 2003

Document No. 2003-217313

(2) WARRANTY DEED

Grantor: DEBORAH SUEKO KAWAKAMI, wife of Calvin Kawakami

Grantee: PACIFIC RIM DEVELOPMENT GROUP, LLC, a Nevada Limited Liability Company

Dated: October 01, 2003

Document No. 2003-217314

End of Exhibit "A"

**EXHIBIT "B"**

**FIRST:**

**THAT CERTAIN UNIT DESIGNATED UNIT NO. 66-345G (HEREINAFTER CALLED THE "UNIT"), OF THAT CERTAIN CONDOMINIUM PROJECT KNOWN AS "KAAMOLOA ESTATES", AS DESCRIBED AND ESTABLISHED BY DECLARATION OF CONDOMINIUM PROPERTY REGIME RECORDED MARCH 23, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-057535 OF OFFICIAL RECORDS, AS MAY BE AMENDED FROM TIME TO TIME, AND AS SHOWN ON THE PLANS THEREOF RECORDED AS REGULAR SYSTEM CONDOMINIUM MAP NO. 3968 (HEREINAFTER CALLED "PROJECT").**

**TOGETHER WITH THE FOLLOWING APPURTENANT EASEMENTS:**

**(1) AN EXCLUSIVE EASEMENT TO USE PARKING SPACES AS DESIGNATED ON SAID CONDOMINIUM MAP.**

**(2) NONEXCLUSIVE EASEMENTS IN THE COMMON ELEMENTS DESIGNED FOR SUCH PURPOSES FOR INGRESS TO, EGRESS FROM, UTILITY SERVICES FOR, AND SUPPORT OF THE UNIT; AND IN THE OTHER COMMON ELEMENTS OF SAID CONDOMINIUM PROJECT AND OTHER IMPROVEMENTS FOR THE USE ACCORDING TO THEIR RESPECTIVE PURPOSES.**

**(3) THE EXCLUSIVE RIGHT TO USE THOSE CERTAIN LIMITED COMMON ELEMENTS WHICH ARE DESCRIBED IN THE DECLARATION AS BEING APPURTENANT TO THE UNIT.**

**SECOND: AN UNDIVIDED 6 2/3% INTEREST IN ALL COMMON ELEMENTS OF THE PROJECT AND IN THE LAND ON WHICH SAID PROJECT IS LOCATED AS ESTABLISHED FOR SAID UNIT BY THE DECLARATION, OR SUCH OTHER INTEREST AS HEREINAFTER ESTABLISHED FOR SAID UNIT BY ANY AMENDMENT OF THE DECLARATION, AS TENANT IN COMMON WITH THE OTHER OWNERS AND TENANTS THEREOF.**

**BEING THE PREMISES CONVEYED BY THE FOLLOWING:**

**CONDOMINIUM DEED RECORDED MARCH 24, 2006 AS REGULAR SYSTEM DOCUMENT NO. 2006-056563 OF OFFICIAL RECORDS  
GRANTOR: PACIFIC RIM DEVELOPMENT GROUP, LLC, A Nevada Limited Liability Company  
GRANTEE: GARY ALLEN PLATH and KIRSTEN NIELSEN PLATH, husband and wife, as Tenants by the Entirety.**

**THE LAND UPON WHICH SAID CONDOMINIUM PROJECT IS SITUATED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**ALL OF THAT CERTAIN PARCEL OF LAND (BEING PORTION(S) OF THE LAND(S) DESCRIBED IN AND COVERED BY ROYAL PATENT GRANT NO. 1109 TO HENRY WILLIAMS) SITUATE, LYING AND BEING AT PAUKAULA, IN THE DISTRICT OF WAIALUA, CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, BEING LOT 2, AND THUS BOUNDED AND DESCRIBED:**

**BEGINNING AT THE SOUTH CORNER OF THIS PIECE OF LAND, THE WEST CORNER OF LOT 1 AND ON THE NORTH SIDE OF GRANT 563, AP. 1 TO NALUAHI, THE COORDINATES OF SAID POINT OF BEGINNING REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "PUU IKI" BEING 11,752.93 FEET NORTH AND 3,641.79 FEET EAST AND RUNNING BY AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH:**

- 1. 139° 00' 176.06 FEET ALONG GRANT 563, AP. 1 TO NALUAHI;**
- 2. 223° 00' 469.51 FEET ALONG LOT 1, SAME BEING PORTION OF GRANT 1109 TO HENRY WILLIAMS;**
- 3. 308° 45' 175.58 FEET ALONG GRANT 236, APANA 2 TO JOHN O. DAVIS;**
- 4. 43° 00' 500.92 FEET ALONG LOT 3, SAME BEING PORTION OF GRANT 1109 TO HENRY WILLIAMS, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 84,961 SQUARE FEET, OR 1.9503 ACRES, MORE OR LESS.**

**SAVING AND EXCEPTING THEREFROM, THAT CERTAIN PORTION THEREOF BEING PARCEL 1, CONTAINING AN AREA OF 1,051 SQUARE FEET, AND BEING MORE PARTICULARLY DESCRIBED THEREIN, WHICH WAS ACQUIRED BY THE CITY AND COUNTY OF HONOLULU, BY FINAL ORDER OF CONDEMNATION, FILED IN THE FIRST CIRCUIT COURT OF THE STATE OF HAWAII, IN CIVIL NO. 04-1-1761-09 (GWBC), RECORDED DECEMBER 15, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-256547 OF OFFICIAL RECORDS.**

**End of Exhibit "B"**

**EXHIBIT "C"**



**WESLEY T. TENGAN**

Licensed Professional Land Surveyor

P.O. Box 240953 • Honolulu, Hawaii 96824 • 735-4207 phone • 735-6037 fax • E-mail: wes.tengan@verizon

Tuesday, April 25, 2006

Steven Abrams  
stevenabrams@hawaiiintel.net

RE: Portion of Parcel 22 of Tax Map Key 6-6-19  
66-345G Kaamooloa Road  
Unit 66-345G of "Kaamooloa Estates"

Dear Mr. Abrams,

This is to inform you that on April 8, 2006, a survey crew under my supervision and direction staked the subject lot and located improvements along the perimeter.

The following is a list of improvements located along with their respective positions:

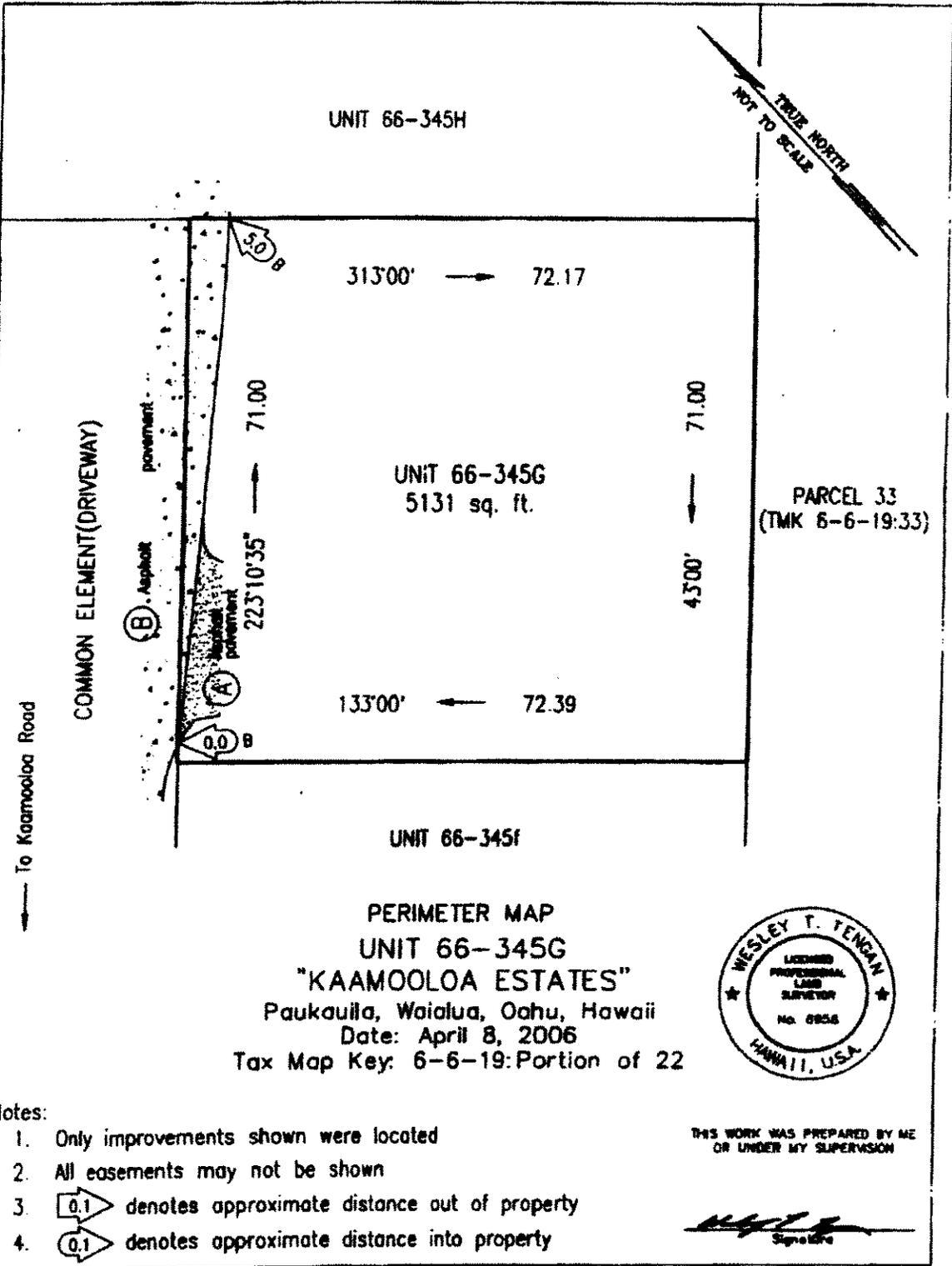
- A. Asphalt pavement is on subject Unit 66-345G.
- B. Asphalt pavement from Common Element (Driveway) extends approximately 0.0 ft. to 5.0 ft. for a length of 68.7 ft. into subject Unit 66-345G.

Should you have any questions, please contact me at 735-4207 or on my pager at 539-6158.

Very truly yours,

A handwritten signature in black ink, appearing to read "Wesley T. Tengan".

**WESLEY T. TENGAN**  
Licensed Professional Land Surveyor



**End of Exhibit "C"**

**EXHIBIT "N"**

**ENCROACHMENT AGREEMENT AND LICENSE  
(Affecting Unit 66-345A)**

CERTIFIED TO BE A TRUE AND CORRECT COPY  
OF THE ORIGINAL RECORDED ON MAY 16 2006  
IN THE BUREAU OF CONVEYANCES OF THE  
STATE OF HAWAII AS  
DOC. # 2006-090889  
FIRST AMERICAN TITLE COMPANY, INC.

LAND COURT

REGULAR SYSTEM

After recordation, return by Mail [ ] Pickup [ ]

Total Number of Pages: \_\_\_\_\_

Affects Tax Map Keys: (1) 6-6-019-022 and (1) 6-6-019-022, C.P.R. No. \_\_\_\_\_

### Encroachment Agreement and License

THIS AGREEMENT, made on \_\_\_\_\_, by and between, ASSOCIATION OF APARTMENT OWNERS OF KAAMOOLOA ESTATES, by its Developer Pacific Rim Development Group, LLC, a Nevada Limited Liability Company, hereinafter referred to as "FIRST PARTY", and PACIFIC RIM DEVELOPMENT GROUP, LLC, a Nevada Limited Liability Company, is the fee simple owner of that certain real property as Unit No. 66-345A, whose address is P. O. Box 89398, Honolulu, Hawaii 96830, hereinafter referred to as "SECOND PARTY",

WHEREAS, FIRST PARTY is the owner of the property described in Exhibit "A", attached hereto and made a part hereof by reference, being further identified as Tax Map Key No.: (1) 6-6-019-022, hereinafter referred to as "FIRST PARTY LOT";

WHEREAS, SECOND PARTY is the owner of the property described in Exhibit "B", attached hereto and made a part hereof by reference, being further identified as Tax Map Key No.: (1) 6-6-019-022, C.P.R. No. \_\_\_\_\_, hereinafter referred to as "SECOND PARTY LOT";

WHEREAS, according to a recent location survey by Wesley T. Tengan, Licensed Professional Land Surveyor, dated April 25, 2006, a copy of which is attached hereto and made a part hereof by reference as Exhibit "C", there is now constructed on a portion of the common

boundary between FIRST PARTY LOT and SECOND PARTY LOT, a asphalt pavement from Common Element (Driveway), identified on said survey as "Driveway"; which is owned by FIRST PARTY but is partially built on SECOND PARTY LOT;

WHEREAS, the parties hereto wish to set forth their agreements concerning said Driveway.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. License. SECOND PARTY hereby grants FIRST PARTY a license, on the terms and conditions set forth herein, to maintain on the SECOND PARTY LOT those portions of the Driveway which presently encroach on the SECOND PARTY LOT, as shown on Exhibit "C" and hereinafter collectively called the "Encroachment". Therefore, FIRST PARTY forever relinquishes any accrued right, if any, to claim title to or right of possession of any portion of the SECOND PARTY LOT as a result of the Encroachment.

2. Termination of License. The license granted hereby for the Driveway shall automatically terminate if the Driveway is hereafter removed by FIRST PARTY or destroyed by any cause beyond the control of and without the negligence of SECOND PARTY. This license shall not, however, permit FIRST PARTY to rebuild on the SECOND PARTY LOT the Driveway removed by FIRST PARTY or substantially destroyed by any cause beyond the control of and without the negligence of SECOND PARTY. At such time as the Encroachment is completely removed by FIRST PARTY or substantially destroyed by any cause beyond the control of and without the negligence of SECOND PARTY, the license and this Agreement shall automatically terminate. FIRST PARTY shall then immediately prepare or cause to be prepared, at FIRST PARTY's expense, and the parties hereto shall execute and record, at FIRST PARTY's expense, evidence of such termination. "Substantially destroyed" shall mean more than one-half (1/2) of the Driveway shall be damaged or destroyed.

3. Maintenance and Repairs. FIRST PARTY shall be solely responsible for maintenance, repair and upkeep of the Encroachment. FIRST PARTY shall maintain the Encroachment in conformity with all applicable laws, ordinances, rules and regulations. The costs of such maintenance shall be borne by FIRST PARTY. FIRST PARTY shall indemnify and hold SECOND PARTY and SECOND PARTY's lessees and tenants, harmless from any loss, damage, injury or death arising out of or proximately resulting from the negligence, wrongful act or failure to act of FIRST PARTY, FIRST PARTY's lessees, tenants, family, invitees, servants or guests.

4. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors in trust or assigns. This Agreement shall be deemed a covenant running with the land provided, however, that nothing herein contained shall be construed as a conveyance by either party of his or her respective rights in the fee simple or other interest of his or her lot.

5. Headnotes. The headnotes or captions of each paragraph are for convenience only and shall not be construed as modifying the context thereof.

6. Counterparts. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the undersigned executed these presents as of the day and year first above written.

**ASSOCIATION OF APARTMENT  
OWNERS OF KAAMOLOA ESTATES**

By: Pacific Rim Development Group, LLC  
a Nevada Limited Liability Company  
Its: Developer

By: The Abrams Group, Its Manager

By   
\_\_\_\_\_  
STEVEN ABRAMS  
Its: President

"FIRST PARTY"

**PACIFIC RIM DEVELOPMENT GROUP, LLC**  
a Nevada limited liability company

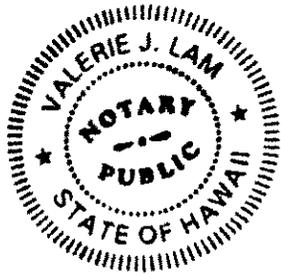
By: THE ABRAMS GROUP, Its Manager

By   
\_\_\_\_\_  
STEVEN ABRAMS  
Its: President

"SECOND PARTY"

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On May 11, 2006, before me personally appeared **Steven Abrams**, President of **The Abrams Group**, a Nevada corporation, Manager of Pacific Rim Development Group, LLC, a Nevada limited liability company, as the Developer for the **ASSOCIATION OF APARTMENT OWNERS OF KAAMOOLOA ESTATES**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



*Valerie J. Lam*

\_\_\_\_\_  
*Notary's Signature*

Print Name: \_\_\_\_\_

Notary Public, State of Hawaii

My Commission Expires: \_\_\_\_\_

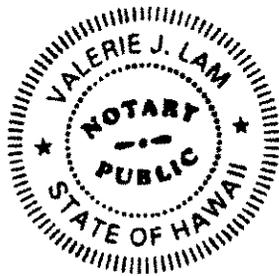
VALERIE J. LAM

Notary Public, State of Hawaii

My commission expires: April 3, 2009

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On May 11, 2006, before me personally appeared **Steven Abrams**, President of **The Abrams Group**, a Nevada corporation, Manager of **PACIFIC RIM DEVELOPMENT GROUP, LLC**, a Nevada limited liability company, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



*Valerie J. Lam*

\_\_\_\_\_  
*Notary's Signature*  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii

My Commission Expires: \_\_\_\_\_  
VALERIE J. LAM  
Notary Public, State of Hawaii  
My commission expires: April 3, 2009

EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 1109 to Henry Williams) situate, lying and being at Paukuaia, District of Waialua, City and County of Honolulu, State of Hawaii, being LOT 2, and thus bounded and described:

Beginning at the South corner of this piece of land, the West corner of Lot 1 and on the North side of Grant 563, Ap. 1 to Naluahi, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU IKI" being 11752.93 feet North and 3641.79 feet East and running by azimuths measured clockwise from true South:

- |    |          |        |   |
|----|----------|--------|---|
| 1. | 139° 00' | 176.06 | feet along Grant 563, Ap. 1 to Naluahi;   |
| 2. | 223° 00' | 469.51 | feet along Lot 1, same being portion of Grant 1109 to Henry Williams;   |
| 3. | 308° 45' | 175.58 | feet along Grant 236, Apana 2 to John O. Davis;   |
| 4. | 43° 00'  | 500.92 | feet along Lot 3, same being portion of Grant 1109 to Henry Williams, to the point of beginning, containing an area of 84.961 square feet, or 1.9503 acres, more or less. |

Being all of the land conveyed by the following:

(1) WARRANTY DEED

Grantor: HARRY YOSHIO ARAKAKI, husband of Jane Arakaki, HENRY YOSHIHIRO ARAKAKI, husband of Beulah Arakaki, GLORIA GOMES, also known as Gloria Sachiko Gomes, unmarried, GAIL KINUYO ARAKAKI, unmarried, RICHARD YOSHINORI ARAKAKI and ELIZABETH HUE ARAKAKI, Trustees under that unrecorded Living Trust Agreement dated July 27, 1991, with full powers and authority to buy, lease, mortgage and sell the property herein described, and other powers more fully set forth therein, RICHARD YOSHINORI ARAKAKI, husband of Elizabeth Arakaki, SUNDAY OCHI, also known as

Sunday Junko Ochi, wife of Wayne Ochi, HENRY Y. NAKAHODO, Successor Trustee of The Nancy F. Nakahodo Revocable Living Trust dated July 29, 1998, with full powers and authority to buy, lease, mortgage and sell the property herein described, and other powers more fully set forth therein, ROBERT Y. ARAKAKI, Trustee under that certain unrecorded Revocable Living Trust Agreement dated August 19, 1993, with full powers and authority to buy, lease, mortgage and sell the property herein described, and other powers more fully set forth therein, and PATRICIA ANN SETSUKO LAU, Trustee under that certain unrecorded Revocable Trust Agreement dated January 21, 1993, as amended, with full powers and authority to buy, lease, mortgage and sell the property herein described, and other powers more fully set forth therein

Grantee: PACIFIC RIM DEVELOPMENT GROUP, LLC, a Nevada Limited Liability Company  
Dated: September 30, 2003  
Document No. 2003-217313

(2) WARRANTY DEED

Grantor: DEBORAH SUEKO KAWAKAMI, wife of Calvin Kawakami  
Grantee: PACIFIC RIM DEVELOPMENT GROUP, LLC, a Nevada Limited Liability Company  
Dated: October 01, 2003  
Document No. 2003-217314

End of Exhibit "A"

**EXHIBIT "B"**

**FIRST:**

THAT CERTAIN UNIT DESIGNATED UNIT NO. 66-345A (HEREINAFTER CALLED THE "UNIT") OF THAT CERTAIN CONDOMINIUM PROJECT KNOWN AS "KAAMOOLOA ESTATES", AS DESCRIBED AND ESTABLISHED BY DECLARATION OF CONDOMINIUM PROPERTY REGIME RECORDED MARCH 23, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-057535 OF OFFICIAL RECORDS, AS MAY BE AMENDED FROM TIME TO TIME, AND AS SHOWN ON THE PLANS THEREOF RECORDED AS REGULAR SYSTEM CONDOMINIUM MAP NO. 3968 (HEREINAFTER CALLED "PROJECT").

TOGETHER WITH THE FOLLOWING APPURTENANT EASEMENTS:

(1) AN EXCLUSIVE EASEMENT TO USE PARKING SPACES AS DESIGNATED ON SAID CONDOMINIUM MAP.

(2) NONEXCLUSIVE EASEMENTS IN THE COMMON ELEMENTS DESIGNED FOR SUCH PURPOSES FOR INGRESS TO, EGRESS FROM, UTILITY SERVICES FOR, AND SUPPORT OF THE UNIT; AND IN THE OTHER COMMON ELEMENTS OF SAID CONDOMINIUM PROJECT AND OTHER IMPROVEMENTS FOR THE USE ACCORDING TO THEIR RESPECTIVE PURPOSES.

(3) THE EXCLUSIVE RIGHT TO USE THOSE CERTAIN LIMITED COMMON ELEMENTS WHICH ARE DESCRIBED IN THE DECLARATION AS BEING APPURTENANT TO THE UNIT.

**SECOND:**

AN UNDIVIDED  $6 \frac{2}{3}\%$  INTEREST IN ALL COMMON ELEMENTS OF THE PROJECT AND IN THE LAND ON WHICH SAID PROJECT IS LOCATED AS ESTABLISHED FOR SAID UNIT BY THE DECLARATION, OR SUCH OTHER INTEREST AS HEREINAFTER ESTABLISHED FOR SAID UNIT BY ANY AMENDMENT OF THE DECLARATION, AS TENANT IN COMMON WITH THE OTHER OWNERS AND TENANTS THEREOF.

BEING THE PREMISES CONVEYED BY THE FOLLOWING:

(1) WARRANTY DEED RECORDED OCTOBER 7, 2003 AS REGULAR SYSTEM DOCUMENT NO. 2003-217313 OF OFFICIAL RECORDS.

GRANTOR: HARRY YOSHIO ARAKAKI, HUSBAND OF JANE ARAKAKI, HENRY YOSHIHIRO ARAKAKI, HUSBAND OF BEULAH ARAKAKI, GLORIA GOMES, ALSO KNOWN AS GLORIA SACHIKO GOMES, UNMARRIED, GAIL KINUYO ARAKAKI, UNMARRIED, RICHARD YOSHINORI ARAKAKI AND ELIZABETH HUE ARAKAKI, TRUSTEES UNDER THAT UNRECORDED LIVING TRUST AGREEMENT DATED JULY 27, 1991; RICHARD YOSHINORI ARAKAKI, HUSBAND OF ELIZABETH ARAKAKI, SUNDAY OCHI, ALSO KNOWN AS SUNDAY JUNKO ICHI, WIFE OF WAYNE OCHI, HENRY Y. NAKAHODO, SUCCESSOR TRUSTEE OF THE NANCY F. NAKAHODO REVOCABLE LIVING TRUST DATED JULY 29, 1998; ROBERT Y. ARAKAKI, TRUSTEE UNDER THAT CERTAIN UNRECORDED REVOCABLE

LIVING TRUST AGREEMENT DATED AUGUST 19, 1993, AND PATRICIA ANN SETSUKO LAU, TRUSTEE UNDER THAT CERTAIN UNRECORDED REVOCABLE TRUST AGREEMENT DATED JANUARY 21, 1993, AS AMENDED

GRANTEE: PACIFIC RIM DEVELOPMENT GROUP, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 91.60884+% INTEREST

(2) WARRANTY DEED RECORDED OCTOBER 7, 2003 AS REGULAR SYSTEM DOCUMENT NO. 2003-217314 OF OFFICIAL RECORDS

GRANTOR: DEBORAH SUEKO KAWAKAMI, WIFE OF CALVIN KAWAKAMI

GRANTEE: PACIFIC RIM DEVELOPMENT GROUP, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 8.39116+% INTEREST

THE LAND UPON WHICH SAID CONDOMINIUM PROJECT IS SITUATE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT CERTAIN PARCEL OF LAND (BEING PORTION(S) OF THE LAND(S) DESCRIBED IN AND COVERED BY ROYAL PATENT GRANT NO. 1109 TO HENRY WILLIAMS) SITUATE, LYING AND BEING AT PAUKAULA, IN THE DISTRICT OF WAIALUA, CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, BEING LOT 2 AND THUS BOUNDED AND DESCRIBED:

BEGINNING AT THE SOUTH CORNER OF THIS PIECE OF LAND, THE WEST CORNER OF LOT 1 AND ON THE NORTH SIDE OF GRANT 563, AP. 1 TO NALUAHI, THE COORDINATES OF SAID POINT OF BEGINNING REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "PUU IKI" BEING 11752.93 FEET NORTH AND 3641.79 FEET EAST AND RUNNING BY AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH:

1. 139° 00' 176.06 FEET ALONG GRANT 563, AP. 1 TO NALUAHI;
2. 223° 00' 469.51 FEET ALONG LOT 1, SAME BEING PORTION OF GRANT 1109 TO HENRY WILLIAMS;
3. 308° 45' 175.58 FEET ALONG GRANT 236, APANA 2 TO JOHN O. DAVIS;
4. 43° 00' 500.92 FEET ALONG LOT 3, SAME BEING PORTION OF GRANT 1109 TO HENRY WILLIAMS, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 84,961 SQUARE FEET, OR 1.9503 ACRES, MORE OR LESS.

SAVING AND EXCEPTING THEREFROM, THAT CERTAIN PORTION THEREOF BEING PARCEL 1, CONTAINING AN AREA OF 1,051 SQUARE FEET, AND BEING MORE PARTICULARLY DESCRIBED THEREIN, WHICH WAS ACQUIRED BY THE CITY AND COUNTY OF HONOLULU, BY FINAL ORDER OF CONDEMNATION, FILED IN THE FIRST CIRCUIT COURT OF THE STATE OF HAWAII, IN CIVIL NO. 04-1-1761-09 (GWBC), RECORDED DECEMBER 15, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-256547 OF OFFICIAL RECORDS.

TMK: (1) 6-6-019-022

**End of Exhibit "B"**

EXHIBIT "C"



**WESLEY T. TENGAN**

Licensed Professional Land Surveyor

P.O. Box 240953 · Honolulu, Hawaii 96824 · 735-4207 phone · 735-6037 fax · E-mail: wes.tengan@verizo

Tuesday, April 25, 2006

Steven Abrams  
stavenabrams@hawaiiintel.net

RE: Portion of Parcel 22 of Tax Map Key 8-8-19  
66-345A Kaamooloa Road  
Unit 66-345A of "Kaamooloa Estates"

Dear Mr. Abrams,

This is to inform you that on April 8, 2006, a survey crew under my supervision and direction staked the subject lot and located improvements along the perimeter.

The following is a list of improvements located along with their respective positions:

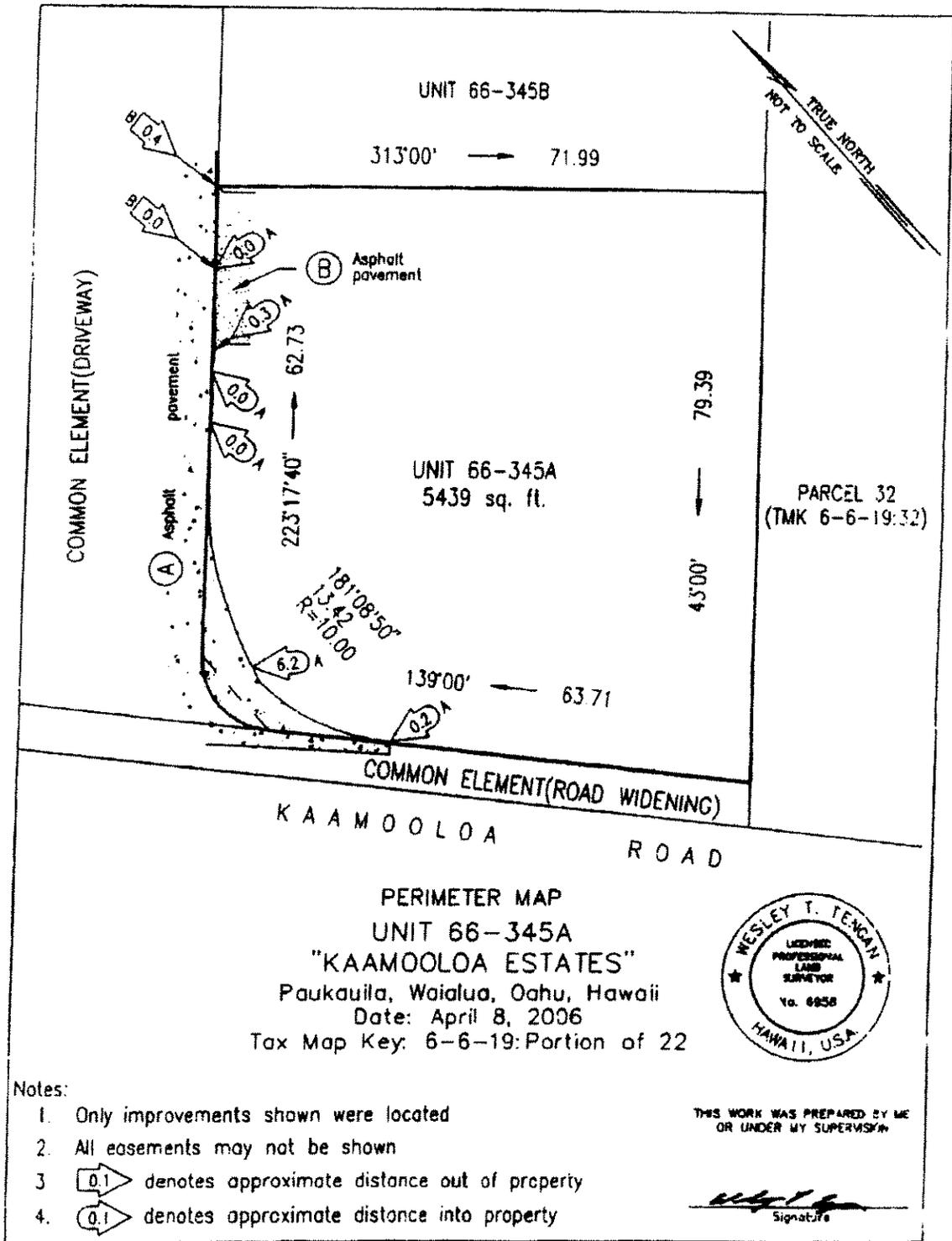
- A. Asphalt pavement from Common Element (Road Widening) and Common Element (Driveway) extends approximately 0.2 ft. to 6.2 ft. to 0.0 ft. for a length of 49.2 ft. into subject Unit 66-345A. Another portion of it extends approximately 0.0 ft. to 0.3 ft. to 0.0 ft. for a length of 13.8 ft. into subject Unit 66-345A.
- B. Asphalt pavement from subject Unit 66-345A extends approximately 0.0 ft. to 0.4 ft. for a length of 11.3 ft. into Common Element (Driveway).

Should you have any questions, please contact me at 735-4207 or on my pager at 539-6158.

Very truly yours,

A handwritten signature in black ink, appearing to read "Wesley T. Tengan".

**WESLEY T. TENGAN**  
Licensed Professional Land Surveyor



Notes:

1. Only improvements shown were located
2. All easements may not be shown
3. denotes approximate distance out of property
4. denotes approximate distance into property

End of Exhibit "C"