

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer HPD -10<sup>th</sup> Ave, LLC

Address 1314 S. King Street, Suite 1153, Honolulu, Hawaii 96814

Project Name(\*): "1431 10<sup>th</sup> AVENUE"

Address: 1431 10<sup>th</sup> Avenue, Honolulu, Hawaii 96816

Registration No. 6051 Effective date: October 18, 2006

(Conversion) Expiration date: November 18, 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.
FINAL (white) The developer has legally created a condominium and has filed complete information with the Commission.
SUPPLEMENTARY (pink) This report updates information contained in the: Preliminary Public Report dated: Final Public Report dated: Supplementary Public Report dated: And Supersedes all prior public reports. Must be read together with This report reactivates the public report(s) which expired on

(\*) Exactly as named in the Declaration This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request. FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104

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

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

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

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

No prior reports have been issued by the developer.

Changes made are as follows:

**SPECIAL ATTENTION**

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

1. This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances and subdivision requirements have been complied with.
2. 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.

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

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## **General Information on Condominiums**

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

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

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

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

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

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

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

## **Operation of the Condominium Project**

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

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a 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:

HPD - 10<sup>th</sup> Ave, LLC Phone: (808) 596-2337  
Name\* (Business)

1314 S. King Street, Suite 1153  
Business Address

Honolulu, Hawaii 96814

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):

See Attached Exhibit "1"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Broker\*:

Abe Lee Realty, LLC Phone: (808) 949-4472  
Name (Business)

1585 Kapiolani Boulevard, #1533  
Business Address

Honolulu, Hawaii 96814

Escrow:

Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211  
Name (Business)

235 Queen Street, 1<sup>st</sup> Floor  
Business Address

Honolulu, Hawaii 96813

General Contractor\*:

N/A Phone: \_\_\_\_\_  
Name (Business)

Business Address  
\_\_\_\_\_  
\_\_\_\_\_

Condominium Managing Agent\*:

Self Managed by the Association of Apartment Owners Phone: \_\_\_\_\_  
Name (Business)

Business Address  
\_\_\_\_\_  
\_\_\_\_\_

Attorney for Developer:

Jennifer A. Aquino, AAL, ALC Phone: (808) 526-9400  
Name (Business)

1188 Bishop Street, Suite 3009  
Business Address

Honolulu, Hawaii 96813

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



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

The House Rules for this condominium are:

Proposed       Adopted       Developer does not plan to adopt House Rules.

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

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

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

See Exhibit "A" attached hereto.



[ ] 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: 1431 10<sup>th</sup> Avenue Tax Map Key (TMK) :(1) 3-3-033-039  
Honolulu, Hawaii 96816

[ ] Address [ X ] TMK is expected to change because Individual tax map numbers will be assigned to  
the unit.

Land Area: 14,775 [ X ] square feet [ ] acre(s) Zoning: R-5

Fee Owner:

HPD-10th Ave, LLC, a Hawaii Limited Liability Company  
Name

1314 S. King Street, Suite 1153  
Address

Honolulu, Hawaii 96814

Lessor:

N/A

Address

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: Four Floors Per Building: One

Exhibit "B" contains further explanations.

3. Principal Construction Material:

Concrete  Hollow Tile  Wood

Other Glass and asphalt shingle roofing

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Uses Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>4</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	<u>          </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	<u>          </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	<u>          </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u>          </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	<u>          </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	<u>          </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	<u>          </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	<u>          </u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	<u>          </u>	<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: \_\_\_\_\_

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

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

There are no special restrictions.

6. Interior (fill in appropriate numbers):

Elevators: None                      Stairways: None                      Trash Chutes: None

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>1431 A</u>	<u>1</u>	<u>2/1</u>	<u>651</u>	<u>54</u> <u>146</u>	<u>Laundry</u> <u>Carport</u>
<u>1431 B</u>	<u>1</u>	<u>2/1</u>	<u>651</u>	<u>54</u> <u>146</u>	<u>Laundry</u> <u>Carport</u>
<u>1431 C</u>	<u>1</u>	<u>2/1</u>	<u>651</u>	<u>54</u> <u>146</u>	<u>Laundry</u> <u>Carport</u>
<u>1431 D</u>	<u>1</u>	<u>2/1</u>	<u>693</u>	<u>194</u>	<u>Carport</u>
_____	_____	_____	_____	_____	_____

Total Apartments: 4

**\*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 "B"

Permitted Alterations to Apartments:

See Exhibit "C"

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 and in the announcement (see attachment 11a). Developer has elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 8

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	<u>      </u>	<u>1</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>8</u>
Guest	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Unassigned	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Extra for Purchase	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Other:	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Total Covered & Open:	<u>4</u>	<u>      </u>	<u>4</u>	<u>      </u>	<u>0</u>	<u>      </u>	<u>8</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):

In accordance with the letter dated September 21, 2005, prepared by Michael D. Lau, Licensed Professional Architect, the buildings are in the condition consistent with their age.

See Exhibit "D".

11. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

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

1. Zoning Variance No. 98/VAR-19 was issued on August 4, 1998, as amended on October 16, 1998 to allow 4-unit cluster development on an R-5 zoned lot lacking 15,000 sq. ft. \*See Exhibit "L".
2. Existing Use Permit No. 1998/EU-500 was issued on December 11, 1998, approving the existence of four (4) existing single family detached dwellings. \*See Exhibit "M".

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

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

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

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

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

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

**D. Common Elements, Limited Common Elements, Common Interest:**

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

described in Exhibit "E".

as follows:

\* See Variance File No 98/VAR-19 and Existing Use Permit No. 1998/EU-500, attached as Exhibits "L" and "M", respectively, which were granted for the four (4) existing dwellings.

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 "F".

as follows:

\* Note: Land areas referenced herein are not legally subdivided lots.

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

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

as follows:

Each unit has been assigned an individual twenty-five percent (25%) interest in the common elements.

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 " G " describes the encumbrances against the title contained in the title report dated June 15, 2006 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
Mortgage	Buyer's interest will be terminated and Buyer's deposit returned to Buyer.

F. Construction Warranties:

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

1. Building and Other Improvements:

None. Units will be sold in "as in" condition.

2. Appliances:

None. Units will be sold in "as is" condition.

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

The units were constructed in 1935 and 1936.

H. **Project Phases:**

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

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

**IV. CONDOMINIUM MANAGEMENT**

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

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

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

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

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 "H" contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

C. **Utility Charges for Apartments:**

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

- None  Electricity ( \_\_\_ Common Elements only \_\_\_ Common Elements & Apartments)  
 Gas ( \_\_\_ Common Elements only \_\_\_ Common Elements & Apartments)  
 Water  Sewer  Television Cable  
 Other \_\_\_\_\_

## V. MISCELLANEOUS

### 1. 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 "I" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated November 3, 2005  
Exhibit "J" contains a summary of the pertinent provisions of the escrow agreement.

Other \_\_\_\_\_

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

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

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sale 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 Deed dated June 3, 1927, setting forth right-of-way in favor of Lot 11.

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. 6051 filed with the Real Estate Commission on June 29, 2006.

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

YELLOW paper stock

WHITE paper stock

PINK paper stock

3. **Additional Information Not Covered Above**

1. **Hazardous Substances**. 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 substance 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.
2. **Lead Based Paint**. 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 or any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."
3. **Right of Way Access Over Common Element Driveway**. Disclosure is made that by Deed dated June 3, 1927, right of way for all purposes was granted to the owners of the adjacent Lot 11 over the portion of the property designated as the Common Element Driveway. A copy of the Deed is available for inspection with the Developer.

- 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.

**HPD - 10<sup>TH</sup> AVENUE, LLC**, a Hawaii limited liability company

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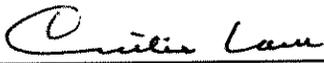
Printed Name of Developer

By:  6/22/06  
 Duly Authorized Signatory\* Date

ANDREW AKIYOSHI, Member

---

Printed Name & Title of Person Signing Above

By:  6-23-06  
 Duly Authorized Signatory\* Date

CECILIA LAM, Member

---

Printed Name & Title of Person Signing Above

By:  6/23/06  
 Duly Authorized Signatory\* Date

TINA AU, Member

---

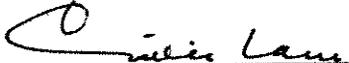
Printed Name & Title of Person Signing Above

By:  6/23/06  
 Duly Authorized Signatory\* Date

FANNY YEUNG, Member

---

Printed Name & Title of Person Signing Above

By:  6-23-06  
 Duly Authorized Signatory\* Date

CECILIA LAM, Member of ACEL, LLC, Member

---

Printed Name & Title of Person Signing Above

By:  6/23/06  
Duly Authorized Signatory\* Date

EVA YEUNG, Member of ACEL, LLC, Member  
Printed Name & Title of Person Signing Above

By:  6/23/06  
Duly Authorized Signatory\* Date

AGNES CHAN, Member of ACEL, LLC, Member  
Printed Name & Title of Person Signing Above

By:  6/23/06  
Duly Authorized Signatory\* Date

LAWTON LEE, Member of L.W. FINANCIAL SERVICES, LLC, Member of ACEL, LLC, Member  
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 "1"**

**NAMES OF MEMBERS OF DEVELOPER WHO IS A LIMITED LIABILITY  
COMPANY**

*Members of HPD-10TH AVE LLC, a Hawaii limited liability company:*

ANDREW AKIYOSHI

CECILIA LAM

TINA AU

FANNY YEUNG

ACEL, LLC, a Hawaii limited liability company

CECILIA LAM, Member

EVA YEUNG, Member

AGNES CHAN, Member

L.W. LEE FINANCIAL SERVICES, LLC, a Hawaii limited liability company, Member

LAWTON LEE, Member

## **DEVELOPER'S RESERVED RIGHTS TO CHANGE PROJECT DOCUMENTS**

Pursuant to Section O of the Declaration, notwithstanding the sale and conveyance of any Unit, the Developer may amend the Declaration, the By-Laws, and/or the Condominium Map to effect any changes or amendments required by law, any title insurance company, or any institutional mortgagee, or as may be required by any governmental agency, provided, however, that no amendment made by the Developer as provided for in Section O, that would change the common interest of a Unit, or materially change the design or size of a Unit, or the limited common elements appurtenant thereto, shall be made by the Developer without the consent of all persons having an interest in such Unit.

In addition, at anytime prior to the first recording in the Office of the Assistant Registrar of the Land Court, and/or the Bureau of Conveyances, State of Hawaii, as the case may be, of a conveyance or transfer of a Unit in the Project to any person other than the Developer, the Developer may amend the Declaration, and any of the Exhibits thereto, the By-Laws, and/or the Condominium Map in any manner, without the consent of any purchaser or any other party.

## DESCRIPTION OF APARTMENTS

Four (4) 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 dwellings in the Project. When facing the Project from 10<sup>th</sup> Avenue, Unit 1431A is located at the front of the property, Unit 1431B is located directly behind Unit 1431A, Unit 1431C is located directly behind Unit 1431B, and Unit 1431D is located in the rear of the property.

(a) Unit 1431A (whose address is 1431A 10<sup>th</sup> Avenue, Honolulu, Hawaii) contains one (1) story, without a basement, in which there is a Living Room, a Kitchen, two (2) Bedrooms, one (1) Bath, a Laundry and a Carport. Unit 1431A contains a total net living area of approximately 651 square feet. The Laundry contains approximately 54 square feet and the Carport with space for one compact car contains approximately 146 square feet. Unit 1431A is constructed primarily of wood (single-wall construction throughout), asphalt shingle roofing and glass.

(b) Unit 1431B (whose address is 1431B 10<sup>th</sup> Avenue, Honolulu, Hawaii) contains one (1) story, without a basement, in which there is a Living Room, a Kitchen, two (2) Bedrooms, one (1) Bath, a Laundry and a Carport. Unit 1431B contains a total net living area of approximately 651 square feet. The Laundry consists of approximately 54 square feet, and the Carport with space for one compact car consists of approximately 146 square feet. Unit 1431B is constructed primarily of wood (single-wall construction throughout), asphalt shingle roofing and glass.

(c) Unit 1431C (whose address is 1431C 10<sup>th</sup> Avenue, Honolulu, Hawaii) contains one (1) story, without a basement, in which there is a Living Room, a Kitchen, two (2) Bedrooms, one (1) Bath, a Laundry and a Carport. Unit 1431C contains a total net living area of approximately 651 square feet. The Laundry consists of approximately 54 square feet, and the Carport with space for one compact car consists of approximately 146 square feet. Unit 1431C is constructed primarily of wood (single-wall construction throughout), asphalt shingle roofing and glass.

(d) Unit 1431D (whose address is 1431D 10<sup>th</sup> Avenue, Honolulu, Hawaii) contains one (1) story, without a basement, in which there is a Living Room, a Kitchen with laundry, two (2) Bedrooms, one (1) Bath, and a Carport. Unit 1431D contains a total net living area of approximately 693 square feet. The Carport with space for one compact car consists of approximately 194 square feet. Unit 1431D is constructed primarily of wood (single-wall construction throughout), asphalt shingle roofing and glass.

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.

## **PERMITTED ALTERATIONS TO APARTMENTS**

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 Unit(s), which consent shall not be unreasonably withheld. Except as otherwise provided by law, and subject to the requirements set forth in Section S of the Declaration, 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 owner or person's sole expense.

Notwithstanding the foregoing, each Unit owner may, without the consent of the Association or the owners of the other Units, replace, restore, construct or make additions to his or her Unit, provided such replacement, restoration, construction or additions are allowed by the applicable building codes and zoning ordinances and conform to the terms and conditions of Existing Use Permit 1998/EU-500 (See Exhibit "L"). Prior to making such replacement, restoration, construction, or additions the owner of the Unit must obtain all applicable governmental approvals and permits. If the replacement, restoration, construction or additions alter the description, layout or location of the Unit as set forth in Section A of the Declaration, or as shown in the Condominium Map, the owner of the Unit shall, at his or her sole cost, prepare and file an amendment to the Declaration and/or Condominium Map reflecting the alterations, additions and/or renovations to his or her Unit, with a copy of the recorded amendment provided to the Association. No replacement, restoration, construction or additions may be done which would affect the structural integrity of the common elements of the Project, any other Unit, or impair the availability of utility services or any type of drainage, access and/or utility easement to any of the other Unit owners.

In addition to the foregoing limitations and subject to the requirements set forth in the Existing Use Permit 1998/EU-500, no owner shall also be allowed, without the express written consent of the other owners, to construct any addition or alteration which would cause his or her Unit to exceed the proportionate share of the maximum allowable floor area and/or buildable area for the lot. Said proportionate share shall be equal to the maximum floor area and/or buildable area for the lot multiplied by the percentage of common interest in the Project appurtenant to such Unit.

ARCHITECT / ENGINEER INSPECTION REPORT  
(conversion)

September 21, 2005

Real Estate Commission  
Department of Commerce and Consumer Affairs  
State of Hawaii  
Seventh Floor, 1010 Richards Street  
Honolulu, HI 96813

RE: "1431 10<sup>th</sup> Ave"  
Address/Unit Number: 1431A, 1431B, 1431C, 1431D  
TMK: (1) 3-3-033:039

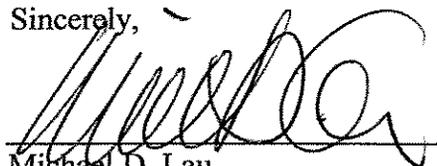
Submission for Final Public Report

Dear Commissioners:

The undersigned, being Registered Professional Architect, number 8385 in the State of Hawaii, hereby declares as follows:

1. I have examined the residential structures of the above referenced property.
2. Without invasive examination of covered components, my observations during this inspection are that the condition of the buildings appears to be commensurate with its age.

Sincerely,



Michael D. Lau  
Registered Professional  
Architect No. 8385

EXHIBIT "D"

## COMMON ELEMENTS

The common elements of the Project are defined in Section A.2 of the Declaration and consist of all portions of the Project except the Units, and shall specifically include, but not be limited to:

- (a) The Land in fee simple.
- (b) That certain Common Element driveway containing an area of approximately 1,650 square feet, providing access to and from the Units and 10<sup>th</sup> Avenue, as designated on said Condominium Map; said Common Element driveway also provides right of way for all purposes in favor of the owner of Lot 11, in Block 306, as set forth in Deed dated June 3, 1927, recorded in Liber 881 at Page 342.
- (c) All pipes, wires, conduits, and other utility and service lines which are utilized for or serve all of the Units.
- (d) Any and all other apparatus and installations of common use, and all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

## LIMITED COMMON ELEMENTS

The limited common elements are defined in Section A.3 of the Declaration, which provides that certain parts of the common elements are set aside and reserved for the exclusive use of the Units and shall constitute limited common elements appurtenant thereto. Each Unit shall have an exclusive easement for the use of the limited common elements appurtenant thereto, except as otherwise provided herein. Unless otherwise specifically provided in the Declaration, each Unit shall be responsible for the cost of maintenance, repair, upkeep, and replacement of the limited common elements appurtenant to his or her Unit. The limited common elements shall be appurtenant to each of the Units as follows:

(a) That certain 3,200 square feet, more or less, of the real property of the Project which includes the real property upon which Unit 1431A is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 1431A.

(b) That certain 3,200 square feet, more or less, of real property of the Project which includes the real property upon which Unit 1431B is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 1431B.

(c) That certain 3,200 square feet, more or less, of real property of the Project which includes the real property upon which Unit 1431C is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 1431C.

(d) That certain 3,525 square feet, more or less, of real property of the Project which includes the real property upon which Unit 1431D is situated, as shown on said Condominium Map, shall constitute a limited common element appurtenant to and for the exclusive use of Unit 1431D.

(e) Each Unit shall have appurtenant thereto two (2) parking spaces (tandem parking with one compact space located within the Carport attached to each Unit and one regular space) located adjacent to each respective Unit and within the limited common element area of said Unit, as shown on said Condominium Map.

(f) Each Unit shall have appurtenant thereto and for the exclusive use thereof one (1) mailbox.

(g) 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 not all the Units, shall be a limited common element 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.

**Exhibit "F"**

**ENCUMBRANCES AGAINST TITLE**

1. Real Property Taxes City and County of Honolulu
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Right of way for all purposes in favor of the owner of Lot 11, in Block 306, as set forth in DEED dated June 3, 1927, recorded in Liber 881 at Page 342.
4. REAL PROPERTY MORTGAGE AND FINANCING STATEMENT  
  
LOAN/ACCOUNT NO. 1515972  
  
MORTGAGOR : HPD-10TH AVE LLC, a Hawaii limited liability company  
  
MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation  
  
DATED : April 11, 2005  
RECORDED : Document No. 2005-072494  
AMOUNT : \$825,000.00
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.  
  
-Note:- A current survey, with metes and bounds description, should be made of said premises.
6. Condominium Map No. 4275, recorded in the Bureau of Conveyances, State of Hawaii.
7. Declaration of Condominium Property Regime of 1431 10<sup>th</sup> Avenue, recorded in the Bureau of Conveyances of the State of Hawaii, as Document No. 2006-2006-118539.
8. By-Laws of the Association of Apartment Owners of 1431 10<sup>th</sup> Avenue recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-118540.

**Exhibit "G"**

## EXHIBIT H

### 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>
1431A	125.00 x 12 = \$1,500.00
1431B	125.00 x 12 = \$1,500.00
1431C	125.00 x 12 = \$1,500.00
1431D	125.00 x 12 = \$1,500.00

\* NOTE: All utilities are separately metered or otherwise charged, except for water and sewer.

The Developer has not conducted a reserve study in accordance with Section 514A-83.6, Hawaii Revised Statutes, and the replacement reserve rules, Subchapter 5, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

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

**Estimate of Maintenance Fee Disbursements:**

Monthly Fee x 12 months = Yearly Total

Utilities and Services	0.00
Air Conditioning	
Electricity	
[ ] common elements only	
[ ] common elements and apartments	
Elevator	
Gas	
[ ] common elements only	
[ ] common elements and apartments	
Refuse Collection	
Telephone	
Water and Sewer	500.00 X 12 = 6,000.00
Maintenance, Repairs and Supplies	0.00
Building	
Grounds	
Management	0.00
Management Fee	
Payroll and Payroll Taxes	
Office Expenses	
Insurance	0.00
Reserves(*)	
Taxes and Government Assessments	
Audit Fees	
Other	
<b>TOTAL</b>	<b>\$ 500.00 X 12 = 6,000.00</b>

I, Cecilia Lam, as Member for HPD-10TH AVENUE, LLC, the Developer, for the "1431 10<sup>th</sup> AVENUE" condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Cecilia Lam  
Signature

6-23-06  
Date

(\*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

## SUMMARY OF SALES CONTRACT

The specimen Sales Contract (Deposit, Receipt, Offer and Acceptance and Addendum) contains, among other things, the following provisions:

1. Risk of Loss and Insurance. Risk of loss passes to Buyer upon closing or possession, whichever occurs sooner.
2. Time is of the Essence/Default. Time is of the essence of the obligations of Buyer under this Agreement. In the event Buyer fails to perform Buyer's obligations under the Sales Contract, Seller may (a) bring an action for damages for breach of contract, or (b) retain the initial deposit and all additional deposits provided by Buyer as liquidated damages, and the Buyer shall be responsible for any costs incurred in accordance with the Sales Contract.
3. Conversion of Existing Building; Existing Use Permit; No Warranties. Buyer is aware, agrees and affirms that the Project consists of a conversion of existing dwellings, constructed in 1935 and 1936. The Department of Planning and Permitting, City and County of Honolulu, State of Hawaii, has issued the following variances and permits for the property: 1) Zoning Variance No. 98/VAR-19 was issued on August 4, 1998, as amended on October 16, 1998 to allow 4-unit cluster development on an R-5 zoned lot lacking 15,000 sq. ft., and 2) Existing Use Permit No. 1998/EU-500 December 11, 1998, approving the existence of four (4) existing single family detached dwelling. It is expressly understood and agreed by and between Seller and Buyer that SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT(S), OR CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED IN THE UNIT OR IN THE PROJECT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF THE UNIT FOR A PARTICULAR PURPOSE.
4. Existing "As Is" Condition. Buyer agrees the Unit is being purchased in its "AS IS" condition, without any warranties or representations, expressed or implied. Buyer acknowledges that Buyer will be given an opportunity to inspect the Unit and by closing on the sale of the Unit, Buyer accepts the Unit in its "AS IS" condition as provided for herein.
5. Mediation And Arbitration. If any dispute or claim in law or equity arises out of this Agreement, and Buyer and Seller are unable to resolve the dispute themselves, Buyer and Seller agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by a neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award reasonable attorney's fees and costs to the prevailing party.

## SUMMARY OF ESCROW AGREEMENT

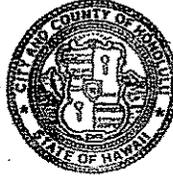
An escrow agreement (hereinafter called the "Escrow Agreement") detailing the manner in which purchasers' funds are to be handled, has been executed and a copy thereof has been filed with the Commission. The Escrow Agent is TITLE GUARANTY ESCROW SERVICES, INC. (hereinafter referred to as "Escrow"). The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

1. Delivery of Sales Contracts. As and when Seller shall enter into a contract for the sale of an Apartment (each "Sales Contract"), Seller shall deliver a fully-executed copy of such Sales Contract to Escrow. Each Sales Contract shall contain the correct names and addresses of the Purchaser(s) of such Apartment, shall require that all payments to be made thereunder shall be made to Escrow, and shall be accompanied by the initial deposit required thereby.
2. Owner-Occupant Sales. If it is intended that the sale of an Apartment will be made to a Purchaser or Purchasers as an owner-occupant pursuant to HRS Chapter 514A, Part VI (each an "Owner-Occupant"), then, and in each such event, the prospective Owner-Occupant shall deliver to Escrow an executed affidavit in accordance with HRS Section 514A-104.5 (each an "Affidavit"). The Affidavit shall be personally executed by all prospective Owner-Occupants of the Apartment and shall not be executed by an attorney-in-fact.
3. Disposition of Funds Held by Escrow. Escrow shall receive and hold in Escrow and disburse as herein set forth: (a) all payments received by Escrow pursuant to Sales Contracts entered into by Seller; (b) all sums received by Escrow from Seller pursuant to this Agreement; and (c) all sums received by Escrow from any other source on account of the Project. In accordance with written instructions from Seller, Escrow shall deposit all funds so received, within a reasonable time after their receipt by Escrow and in reasonably convenient sums, in accounts at a federally insured bank, savings and loan association or other financial institution located in Honolulu, Hawaii, that pays interest on deposits; provided, however, that 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.
4. Interest on Escrow Funds. Any interest earned on funds delivered to 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, such Purchaser shall pay Escrow a fee of Twenty-Five Dollars (\$25.00) for each such separate account and shall provide to Escrow said Purchaser's social security or federal tax identification number, and any interest earned on funds deposited in such account shall accrue to the credit of such Purchaser. Escrow shall not be liable to either Seller or any Purchaser for loss or diminution in funds invested in accordance with such instructions.
5. Return of Funds to Purchaser.
  - A. Each Purchaser shall be entitled to a return of funds deposited by such Purchaser with Escrow, and Escrow shall pay such funds to such Purchaser, with interest to the extent provided in the Sales Contract, if any one of the following occurs:

1. Seller and such Purchaser shall instruct Escrow in writing to return such funds to such Purchaser; or
  2. Seller shall notify Escrow of Seller's exercise of the option to cancel or rescind the Sales Contract entered into by such Purchaser pursuant to any right of cancellation or rescission provided for therein or otherwise available to Seller with respect to which, in accordance with the Sales Contract, Purchaser is entitled to a return of funds deposited by it with Escrow; or
  3. With respect to any Purchaser whose funds were obtained prior to the issuance of the Final Public Report, such Purchaser has exercised such Purchaser's right to cancel the Sales Contract entered into by such Purchaser pursuant to HRS Section 514A-62; or
  4. Such Purchaser has exercised such Purchaser's right to rescind the Sales Contract pursuant to HRS Section 514A-63.
- B. Upon the occurrence of any event described in Section 1 or 2 hereinabove or upon receipt of a written request for a refund from any Purchaser upon the occurrence of any event described in Section 3 or 4 hereinabove, and unless such Purchaser has waived or has been deemed to have waived such Purchaser's right to a refund, Escrow shall deliver to such Purchaser all funds received from such Purchaser, less a cancellation fee to Escrow of not less than Twenty-Five Dollars (\$25.00) per Apartment or a cancellation fee commensurate with the work done by Escrow prior to such cancellation, whichever fee is greater. Upon such payment, said Sales Contract shall be deemed cancelled and any partially executed conveyance document theretofore delivered to Escrow shall be returned to Seller; provided, however, that no refund shall be made to any Purchaser at such Purchaser's request prior to receipt by Seller of written notice from Escrow of Escrow's intention to make such refund.
6. Purchaser's Default. Seller shall give notice in writing to Escrow of the occurrence of each event that creates an obligation on the part of any Purchaser to make any payment to Escrow pursuant to the Sales Contract entered into by such Purchaser, and the amount of and due date for such payment. Upon receipt of any such notice, Escrow shall promptly give such Purchaser notice of the amount and due date of such payment. If such Purchaser fails to make such payment to Escrow on or before the due date thereof or if such Purchaser fails to satisfy any obligation or requirement being handled by Escrow, Escrow shall promptly notify Seller of any such failure on the part of such Purchaser. If Seller subsequently certifies in writing to Escrow that Seller has terminated the Sales Contract in accordance with the terms thereof and provides to Escrow copies of all such notices of termination sent to such Purchaser, Escrow shall thereafter treat all funds of such Purchaser paid on account of such Purchaser's Sales Contract as funds of Seller, and not as funds of such Purchaser. 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 sums to Seller, less any escrow cancellation fee, shall return to Seller any partially executed conveyance documents that had been theretofore delivered to Escrow by Seller and shall hold all other documents theretofore delivered to Escrow in connection with such Purchaser's purchase of an Apartment for any applicable statutory period. Upon completion of the foregoing, Escrow shall thereupon be released from any further duties or liability hereunder to Seller with respect to such funds and such Purchaser.

DEPARTMENT OF PLANNING AND PERMITTING  
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET • HONOLULU, HAWAII 96813  
PHONE: (808) 523-4414 • FAX: (808) 527-6743



JEREMY HARRIS  
MAYOR

JAN NAOE SULLIVAN  
DIRECTOR

LORETTA K.C. CHEE  
DEPUTY DIRECTOR

(PD)

October 16, 1998

Mr. Henry Ahn  
47-004 Okana Place  
Kaneohe, Hawaii 96744

Dear Mr. Ahn:

Zoning Variance No. 98/VAR-19  
Mary Kosasa  
1431, 1431-A, -B, and -C 10th Avenue - Palolo  
Tax Map Key 3-3-33: 39

This is in regard to the conditions of approval of the above variance.

The Findings of Fact [Item 3(b)] state that, if the variance is approved, the applicant must obtain an EU permit. However, the variance conditions do not specifically require an EU permit for the 4 single-family dwellings (to permit reconstruction). Therefore, we have added a new condition, as permitted by Condition 2, as follows:

- 2. "Prior to the issuance of a building permit for reconstruction of any dwelling, the applicant shall obtain an existing use permit for the 4 single-family dwellings.
- 3. This variance may be revoked by the Director when, due to a material change in circumstances, one or more of the three Charter-required findings of hardship can no longer be made; or when there is a breach of any of the conditions above stated; provided that, for good cause, the Director may amend the above conditions."

Note: New material is underlined; material to be deleted is bracketed. The former Condition 2 has been renumbered to Condition 3. Condition 1 remains unchanged and in force.

EXHIBIT "L"



DEPARTMENT OF PLANNING AND PERMITTING  
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813  
Phone: (808) 523-4414 • Fax: (808) 527-6743



JEREMY HARRIS  
MAYOR

JAN NAOE SULLIVAN  
DIRECTOR

LORETTA K.C. CHEE  
DEPUTY DIRECTOR (PD)

August 4, 1998

Mr. Henry Ahn  
47-004 Okana Place  
Kaneohe, Hawaii 96744

Dear Mr. Ahn:

Request : Zoning Variance No. 98/VAR-19  
Applicant : Mary Kosasa  
Agent : Henry Ahn  
Owner : Bamboo Harvest Limited Partnership  
Location : 1431, 1431-A, -B, and -C 10th Avenue - Palolo  
Tax Map Key: 3-3-33: 39

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

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

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

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

Mr. Henry Ahn  
Page 2  
August 4, 1998

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

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

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

If you have any questions or need additional information concerning this variance, please contact Pamela Davis of our staff at 523-4807.

Very truly yours,



DORETTA K. C. CHEE  
Acting Director of Planning  
Permitting

LKCC:nt  
T98VAR19.ntt  
Encl.

cc: Mary Kosasa  
Bamboo Harvest Limited Partnership  
Robert Chin

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

STATE OF HAWAII

IN THE MATTER OF THE APPLICATION )

OF )

MARY KOSASA )

FOR A VARIANCE )

CASE NO. 98/VAR-19

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

I. APPLICATION

1. Basic Information:

Applicant : Mary Kosasa  
Agent : Henry Ahn  
Owner : Bamboo Harvest Limited Partnership  
Location : 1431, 1431-A, -B, and -C 10th Avenue - Palolo  
Tax Map Key: 3-3-33: 39  
Lot Area : 14,775 Square Feet  
Zoning : R-5 Residential District

The Department of Planning and Permitting held a public hearing on July 9, 1998, to consider the application. The applicant and all other interested persons present were given an opportunity to be heard. The record of the hearing is on file with the Department.

2. Applicant's Proposal: To allow a 4-unit cluster housing development on an R-5 Residential District lot that lacks the minimum 15,000-square foot land area.

The Land Use Ordinance permits a maximum of 2 dwelling units on a single zoning lot which has at least twice the minimum lot area. However, City Department of Finance records indicate that the 4 existing dwellings were constructed between 1935 to 1937, thus they are nonconforming. Within the R-5 District, the minimum land area for a cluster housing project is 15,000 square feet, and the maximum number of dwelling units is 4 (i.e., 1 unit per 3,750 square feet). The 14,775-square foot site lacks 225 square feet, or 1.5 percent, of the minimum 15,000-square foot land area to permit 4 dwelling units. See Exhibits B-1 through B-5.

Mailed AUG 4 1998

Date

- 3. Variance Required: Land Use Ordinance (LUO) Sections 5.40-1 (Table 5.2-B) and 6.50-2, pertaining to R-5 Residential District development standards, and cluster housing regulations.
- 4. Applicant's Justification: The applicant provided justification statements which are part of the file.

II. FINDINGS OF FACT

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

- 1. Description of Site: The rectangular, level site has frontage along 10th Avenue.
- 2. Land Use: The site is developed with 4 one-story, single-family dwellings, each with a one-car carport. Three of the dwellings have a floor area of 660 square feet, and one dwelling is 718 square feet.

The surrounding area is primarily in single-family residential use, although there are several nonconforming commercial establishments nearby, along 10th Avenue. The site abuts a meeting facility (church and pre-school, Parcel 34) on the makai side.

3. Other Permits and Approvals:

- a. Building Permits: City Department of Finance records indicate that the 4 dwellings were constructed about 1935 to 1937, but there is no record of building permits for the original construction.

On May 10, 1955, the Building Department issued a building permit (No. 118753), for repair of the 4 single-family dwellings.

On August 25, 1971, the Building Department issued 4 building permits (Nos. 107218 to -21), for repair of the 4 dwellings.

On July 26, 1991, the Building Department issued 4 building permits (Nos. 305570 to -73), for electrical work to the 4 single-family dwellings.

- b. Existing Use Permit: If the variance is approved, the applicant must obtain an existing use (EU) permit for the 4 single-family dwellings, to permit reconstruction.

4. Nonconformities or Irregularities: The carport for Dwelling No. 1 encroaches one foot into the 10-foot front yard. The 4 single-family dwellings exceed the maximum number of dwelling units (2) permitted on a single zoning and/or subdivision lot in a Residential District. The dwellings were constructed about 60 years ago, prior to enactment of the zoning ordinances. They became nonconforming upon effectuation of the Comprehensive Zoning Code (January 2, 1969; Ordinance No. 3234) when the site was zoned R-6 Residential District.
5. Road-Widening Action: On May 24, 1962, the lot area of the site was reduced by 225 square feet (i.e., from 15,000 to 14,775 square feet) for road-widening purposes, as part of Improvement District No. 152. (Reference: Department of Public Works file No. 12-4-3-9).
6. Ohana Eligibility: The site is within an area which is eligible for ohana dwelling units.
7. Public Hearing Testimony: The agent spoke in support of the request. He said the dwellings have existed since 1935, well before the zoning ordinance was adopted. He said that although the dwellings meet height, yard, and spacing (building code) requirements, if 2 of the units were destroyed they could not be rebuilt without a variance. He noted that the land area deficiency is only 225 square feet, and there are numerous other lots in the area which contain 2 to 4 dwelling units.

The pastor of the meeting facility on the adjoining lot (Parcel 34) asked if the applicant intends to make building additions, and expressed concern about possible noise impacts for both sites. He said some tenants played their radios/stereos loudly a couple of times in the past, but it was not a significant or long-term problem. He said he is not opposed to the variance, but because the church and dwellings are in close proximity, he is concerned about noise. The DPP staff suggested that dense landscaping along the common property line would help to reduce noise impacts. The agent noted that there are currently no plans for expansion or site redevelopment. The public hearing officer explained that the LUO cluster housing provisions contain a number of controls which could be implemented upon redevelopment of the site, since total reconstruction would be permitted. The agent said all code requirements will be met. No other testimony was given.

8. The Director may grant a variance upon the ground of unnecessary hardship if the record shows that (1) the applicant would be deprived of the reasonable use of such land or building if the provisions of the zoning code were strictly applicable. Ordinarily, it would be difficult to

find that the applicant would be denied reasonable use if not allowed a 4-unit cluster housing development on an R-5 lot that lacks the minimum 15,000-square foot land area, since the 4 dwelling units equal twice the maximum density (2 units) permitted on the site. Nevertheless, there are mitigating circumstances which support the request.

The site lacks 225 square feet, or only 1.5 percent, of the land area required to qualify for an existing use (EU) permit for a cluster housing development. That is a minimal deficiency. Moreover, the 4 dwellings are over 60 years old. The purpose of the EU provisions is to recognize the hardship imposed upon uses which were legally established, but which now fall under the procedures and standards of cluster housing, site plan review, and conditional use permits. The existing use procedure offers an alternative to nonconforming status. This means that, in the event of total destruction, uses may be continued and structures may be rebuilt under the approved EU plan, subject to certain conditions. The small land area deficiency prevents the applicant from availing himself of this option. Without the variance, the dwellings are subject to the LUO nonconformities provisions, which specify that if a nonconforming dwelling unit is destroyed by any means to an extent of more than 50 percent of its replacement cost, it shall not be reconstructed.

It is interesting to note that the lot area equaled 15,000 square feet until 1962, when the City took 225 square feet for road-widening purposes. Under the LUO, the applicant could qualify for a zoning waiver of development standards to permit replacement of structures, if the improvements were rendered nonconforming through the exercise of the government's power of eminent domain. However, a waiver cannot be utilized retroactively, and a variance is required. If the variance were denied, that would mean the site could only qualify for a site development or subdivision plan for 3 dwelling units. And, two of the units would have to be in a two-family dwelling. Considering that the land area deficiency is only 1.5 percent, the proposal does not challenge the reasonableness of the zoning. The request is supportable, and the applicant would experience an unnecessary hardship if not allowed to maintain the existing density in the event of destruction of one or more of the units.

9. The Director may grant a variance upon the ground of unnecessary hardship if the record shows that (2) the request of the applicant is due to unique circumstances and not the general conditions in the neighborhood, so that the reasonableness of the neighborhood zoning is not drawn into question. The site is level and without adverse topographic



IV. DECISION AND ORDER

Pursuant to the foregoing Findings of Fact and Conclusions of Law, the Director of Planning and Permitting hereby APPROVES the application for a variance to allow a 4-unit cluster housing development on an R-5 Residential District lot that lacks the minimum 15,000-square foot land area, in accordance with the approved variance plans, subject to the following conditions:

1. The density of the site shall be limited to a maximum of 4 single-family dwelling units.
2. This variance may be revoked by the Director when, due to a material change in circumstances, one or more of the three Charter-required findings of hardship can no longer be made; or when there is a breach of the condition above stated; provided that, for good cause, the Director may amend the above condition.

Dated at Honolulu, Hawaii, this 4th day of August, 1998.

DEPARTMENT OF PLANNING  
AND PERMITTING  
CITY AND COUNTY OF HONOLULU  
STATE OF HAWAII

By



LORETTA K. C. CHEE  
Acting Director

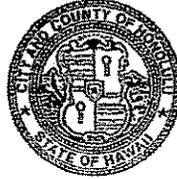
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*file*

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

650 SOUTH KING STREET • HONOLULU, HAWAII 96813  
 PHONE: (808) 523-4414 • FAX: (808) 527-8743

JEREMY HARRIS  
 MAYOR



JAN NAOE SULLIVAN  
 DIRECTOR

LORETTA K.C. CHEE  
 DEPUTY DIRECTOR

1998/EU-500(BA)

MINOR PERMIT	EXISTING USE (EU)
File Number :	1998/EU-500
Project :	Bamboo Harvest LP Existing Use
Location :	1431 10th Avenue - Palolo
Tax Map Key :	3-3-033: 039
Zoning :	R-5 Residential District
Applicant :	Mary and Eiko Kosasa
Date Accepted :	November 5, 1998

**APPROVAL** is granted to the existing use, 4 existing single-family dwellings, in accordance with the application documents ( date-stamped October 26, 1998), subject to the following conditions:

- 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.
- The Existing Use permit (EU) 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.

In accordance with Section 3.130(a) of the LUO, in the event of destruction, uses may be continued and structures may be rebuilt under the approved EU plan, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years.

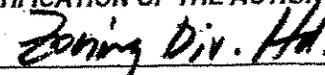
- Only minor modifications to the EU plan shall be allowed. Major modifications include changes which may have an adverse impact on surrounding land uses, increases the number of dwelling units, and/or involves the reconstruction and/or expansion of a dwelling(s) which is part of a larger development. Major modifications shall only be considered through the processing of a Cluster Housing Permit.
- The applicant or owner(s) shall incorporate this Existing Use Permit into the restrictive covenants which run with the land, to serve as notice to all owners and tenants. A draft covenant shall be submitted for review and approval by the Department of Planning and Permitting (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 building permit.

EXHIBIT "M"

5. If the project is to 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 (per condition 4) is not required.
6. All new work shall be compatible in design with the existing and surrounding structures. 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.
7. Maximum building area shall not exceed 35 percent of the original lot area of 14,775 square feet.
8. A minimum of 8 parking spaces (2 per single-family dwelling unit), shall be maintained. Dwelling additions shall comply with the LUO parking regulations. Existing parking spaces within carports shall not be converted into usable floor area (including carport storage areas).
9. Reconstructed carports or garages shall have a minimum 16-foot driveway depth fronting the carport or garage.
10. The all-weather surface common driveway shall be maintained. The individual driveway and parking spaces for each dwelling unit shall be provided with an all-weather surface, prior to the issuance of any building permit for that respective dwelling. As an alternative, the existing concrete wheel bands for individual driveways and parking spaces may be repaired or replaced, since they are consistent with the character of the property and neighborhood.
11. Any storage shed located within a required yard shall be removed from the yard, prior to issuance of any building permit for the associated dwelling.
12. A Fence Master Plan shall be submitted to the DPP for review and approval prior to the issuance of any building permit for fences or walls. New perimeter chain link fencing shall require a two-foot landscape strip with a minimum 4-foot high hedge.
13. All existing trees 6 inches or greater in diameter shall be retained on-site, or replacement landscaping shall be required. All landscaping shall be maintained in a visually healthy condition at all times.
14. The addition, alteration or reconstruction of any dwelling unit shall comply with Fire Department requirements for access, water and/or Fire Department connections, and shall be submitted to the Fire Department for review and approval prior to issuance of building permits.
15. Any modification to the application documents and conditions stated herein shall be subject to approval by the DPP. For good cause, the Director may impose additional requirements and/or amend the above conditions.

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


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SIGNATURE TITLE DATE

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

#05135

**DJNS SURVEYING & MAPPING, INC.**

P.O. Box 25636

Honolulu Hawaii 96825

Phone: (808) 395-5476/Fax: (808)395-5477

e-mail: djns@hawaii.rr.com

March 8, 2005

First Hawaii Title  
201 Merchant St., #2000  
Honolulu, HI 96813

Subject: Boundary survey  
1431 10th Ave.  
TMK: 3-3-33:39  
Honolulu, Oahu, HI

Gentlemen:

This is to inform you that on Tuesday, March 8, 2005 a survey crew under my supervision and direction staked the subject lot as per record description.

To the best of my knowledge, the boundary corners installed are correct.

The west boundary is evident by:  
1. 10th Ave.

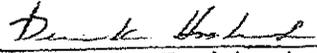
The north boundary is evident by:  
1. Asphalt driveway which is on the property line, inside the subject parcel by 11.0 ft., to 11.7 ft. for 126.8 ft. and inside parcel 40 by 12.2 ft., to 15.0 ft. for 126.8 ft.  
2. Fence which extends into the subject parcel by 0.15 ft., to 0.3 ft. for 68.6 ft.

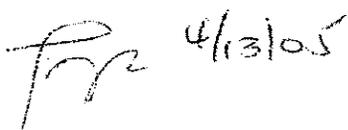
The east boundary is evident by:  
1. Rock wall #1 with fence which is on the property line, inside the subject parcel by 1.4 ft., to 0.7 ft. for 75 ft. and inside parcel 79 by 0.0 ft., to 0.6 ft. for 75 ft.

The south boundary is evident by:  
1. Rock wall #2 which extends into the subject parcel by 0.8 ft., to 0.0 ft. for 3.5 ft.  
2. Rock wall #3 which extends into the subject parcel by 0.45 ft., to 0.0 ft. for 16 ft.

Reference is made to field book 465:70.

Sincerely yours,

  
Dennis K. Hashimoto  
President

 EXHIBIT "N"

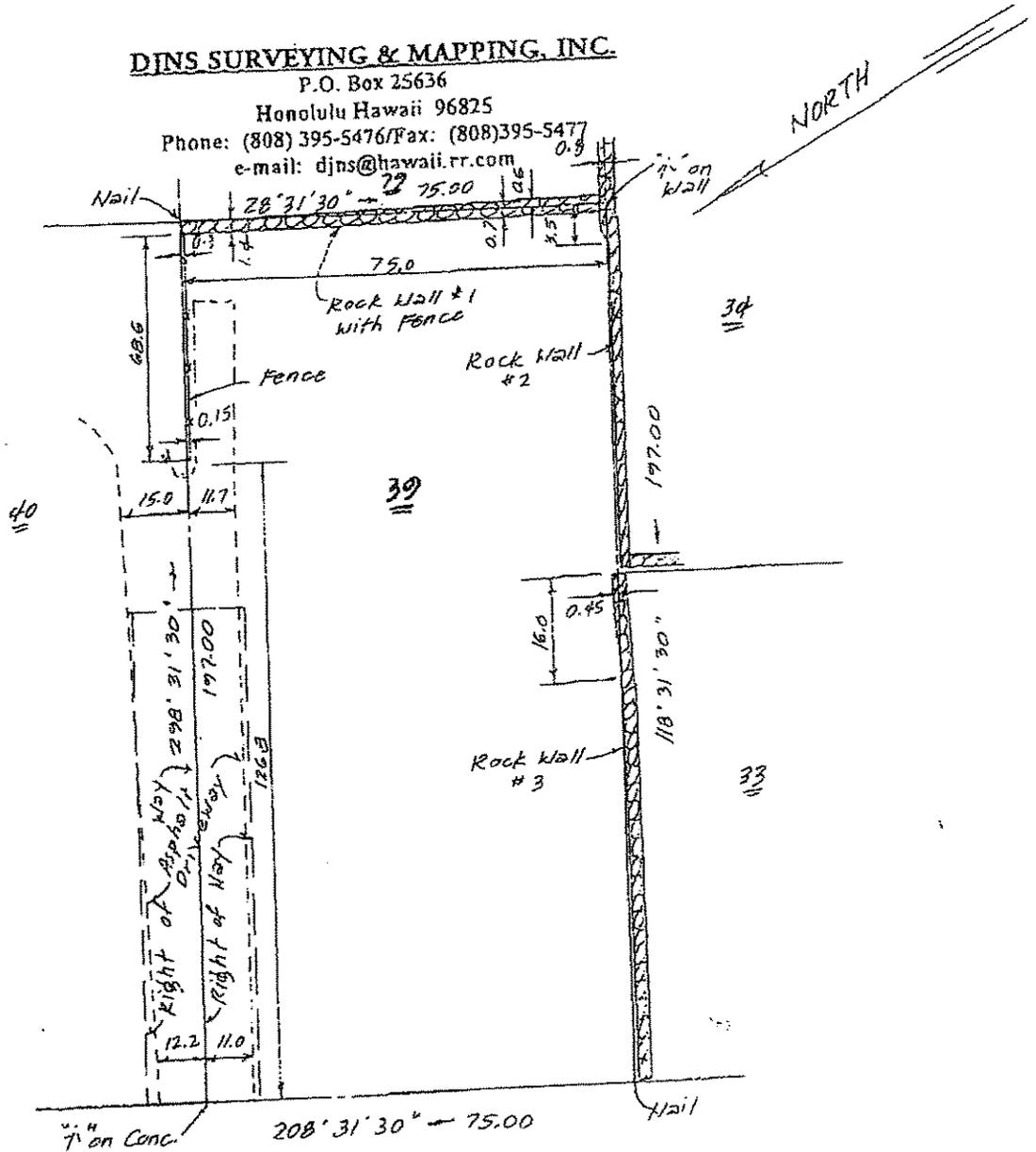
**DJNS SURVEYING & MAPPING, INC.**

P.O. Box 25636

Honolulu Hawaii 96825

Phone: (808) 395-5476/Fax: (808) 395-5477

e-mail: djns@hawaii.rr.com



10TH AVENUE

**PERIMETER SURVEY SKETCH**  
**TAX MAP KEY: 3-3-33: 39**

Honolulu, Oahu, Hawaii

Job Number 05135 Field Book #65:70  
March 8, 2005

Not To Scale



THIS WORK WAS PREPARED BY  
ME OR UNDER MY SUPERVISION.

*Dennis K. Hashimoto*  
DENNIS K. HASHIMOTO

*fg* 4/13/05