

SECOND AMENDED  
DEVELOPER'S PUBLIC REPORT  
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	PENSACOLA CHELSEA CONDOMINIUM
Project Address	1310 Pensacola Street, Honolulu, Hawaii 96814
Registration Number	6224
Effective Date of Report	July 15, 2010
Developer(s)	Pensacola Chelsea Building LLC

**Preparation of this Report**

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

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

## SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

1. This Second Amended Developer's Public Report amends and supersedes in its entirety the Amended Developer's Public Report dated October 30, 2008.
2. There will now be 46 units in the Project which are comprised of forty (40) one bedroom units and six (6) one bedroom units with a loft. See Exhibit "A".
3. Additional common element rooms and facilities have been added to the basement and the Project will have a trash chute. Each unit will be assigned at least one parking stall.
4. The maintenance fee budget has been updated. See Exhibit "F".
5. A Zoning Variance has been issued for the Project. See Exhibit "I" for further information.
6. A Third Amendment to the Declaration and Condominium Map has been recorded.
7. The dates for commencement and completion of construction have changed. See Section 5.5 at page 14 of this Developer's Report.
8. The land of the project is currently comprised on Lot 2 and Lots 11 and 12 described in Exhibit "A" to the Declaration of Condominium Property Regime of Pensacola Chelsea Condominium. With the approval of the Department of Planning and Permitting of the City County of Honolulu, Lots 2, 11 and 12 will be consolidated and resubdivided into Lot A, with an area of approximately 19,933 square feet, feet, and Lot B, with an area of approximately 267 square feet, for road widening purposes. Lot B will be part of the common elements of the project, or will be conveyed to the Association of Apartment Owners of Pensacola Chelsea Condominium, or may be dedicated to the City and County of Honolulu, the State of Hawaii or other governmental body. See Exhibit "E" for Developer's reserved rights related to the consolidated and resubdivision of the land.
9. There are several new encumbrances. See items 9 (Document No. 2010-071906), 12 and 13 of Exhibit D.
10. The attorney for the Project has changed. See page 9.

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## **General Information On Condominiums**

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. 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 and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

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

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

## **Operation of the Condominium Project**

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit 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 a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first 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 purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

**1. THE CONDOMINIUM PROJECT**

**1.1 The Underlying Land**

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	1310 Pensacola Street, Honolulu, Hawaii 96814
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 2-4-013-021 and (1) 2-4-013-024
Tax Map Key is expected to change because	of the consolidation and resubdivision of the land and individual CPR numbers may be assigned to the units.
Land Area	approximately 20,200 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

**1.2 Buildings and Other Improvements**

Number of Buildings	1
Floors Per Building	5
Number of New Building(s)	1
Number of Converted Building(s)	0
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	concrete, steel, gyp board, glass

**1.3 Unit Types and Sizes of Units**

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
A	34	1/1	570	See Ex. A	See Ex. A	See Ex. A
B	6	1/1	570	See Ex. A	See Ex. A	See Ex. A
C	6	1/1	661	See Ex. A	See Ex. A	See Ex. A
See Exhibit <u>    A    </u>						

46	<b>Total Number of Units</b>
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Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

**1.4 Parking Stalls**

Total Parking Stall in the Project:	64 (includes 11 tandem stalls)
Number of Guest Stalls in the Project:	5
Number of Parking Stalls Assigned to Each Unit:	1 or 2
Attach Exhibit <u>B</u> specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.  Developer has until the time a unit is sold to make changes to the stall assignments.	

**1.5 Boundaries of the Units**

Boundaries of the unit:  The space within the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls (if any), the floors and the ceilings surrounding the unit.
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**1.6 Permitted Alterations to the Units**

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project):  Not applicable
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**1.7 Common Interest**

<u>Common Interest</u> : Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit'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 unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in Exhibit <u>B</u> .
As follows:

**1.8 Recreational and Other Common Facilities (Check if applicable):**

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input checked="" type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): Park and deck

**1.9 Common Elements**

**Common Elements:** Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit C \_\_\_\_\_ .

Described as follows:

Common Element	Number
Elevators	1
Stairways	3
Trash Chutes	1

**1.10 Limited Common Elements**

**Limited Common Elements:** A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit C \_\_\_\_\_ .

Described as follows:

**1.11 Special Use Restrictions**

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input checked="" type="checkbox"/>	Pets: 1 not to exceed 25 pounds in weight, certified guide dogs, service animals, signal dogs
<input type="checkbox"/>	Number of Occupants:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	There are no special use restrictions.

**1.12 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 a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit D \_\_\_\_\_ describes the encumbrances against title contained in the title report described below.

Date of the title report: June 15, 2010

Company that issued the title report: Old Republic Title & Escrow of Hawaii



**1.13 Uses Permitted by Zoning and Zoning Compliance Matters**

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
<input checked="" type="checkbox"/>	Residential	46	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A-2 Apartment
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<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 (Specify):		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Variances to zoning code have been granted.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Describe any variances that have been granted to zoning code			See Exhibit I	

**1.14 Other Zoning Compliance Matters**

Conforming/Non-Conforming Uses, Structures and Lots			
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>			
	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p> <p>A Zoning Variance was issued for the Project. See Exhibit "J".</p>			

**1.15 Conversions**

<p><b>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</b></p>	<p><input type="checkbox"/> <b>Applicable</b></p> <p><input checked="" type="checkbox"/> <b>Not Applicable</b></p>
<p>Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:</p>	
<p>Developer's statement of the expected useful life of each item reported above:</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p>	
<p>Estimated cost of curing any violations described above:</p>	

<p><b>Verified Statement from a County Official</b></p>	
<p>Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either:</p>	
<p>(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> <li>(i) Any variances or other permits that have been granted to achieve compliance;</li> <li>(ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and</li> <li>(iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;</li> </ul> <p style="text-align: center;">or</p> <p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>	
<p>Other disclosures and information:</p>	

**1.16 Project In Agricultural District**

<p><b>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii?</b>  <b>If answer is "Yes", provide information below.</b></p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation.</p>	
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.</p>	
<p>Other disclosures and information:</p>	

**1.17 Project with Assisted Living Facility**

<p><b>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS?</b>  <b>If answer is "Yes", complete information below.</b></p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>
<p>Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.</p>	
<p>The nature and the scope of services to be provided.</p>	
<p>Additional costs, directly attributable to the services, to be included in the association's common expenses.</p>	
<p>The duration of the provision of the services.</p>	
<p>Other possible impacts on the project resulting from the provision of the services.</p>	
<p>Other disclosures and information.</p>	

## 2. PERSONS CONNECTED WITH THE PROJECT

<p><b>2.1 Developer(s)</b></p>	<p>Name: PENSACOLA CHELSEA LLC</p> <p>Business Address: 1770 Randall Road, Suite A, Box 179 Geneva, Illinois 60134</p> <p>Business Phone Number : (808) 591-2437</p> <p>E-mail Address:</p>
<p>Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).</p>	<p>Falahud Din Shams - Member</p>
<p><b>2.2 Real Estate Broker</b></p>	<p>Name: Coldwell Banker Pacific Properties, Ltd.</p> <p>Business Address: 1314 South King Street, 2nd Floor Honolulu, Hawaii 96814</p> <p>Business Phone Number: (808) 597-5550</p> <p>E-mail Address:</p>
<p><b>2.3 Escrow Depository</b></p>	<p>Name: Old Republic Title &amp; Escrow of Hawaii, Ltd.</p> <p>Business Address: 733 Bishop Street, Suite 2700 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 566-0100</p>
<p><b>2.4 General Contractor</b></p>	<p>Name: To be selected</p> <p>Business Address:</p> <p>Business Phone Number:</p>
<p><b>2.5 Condominium Managing Agent</b></p>	<p>Name: Hawaiiana Management Company, Ltd.</p> <p>Business Address: 711 Kapiolani Boulevard, Suite 700 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 593-9100</p>
<p><b>2.6 Attorney for Developer</b></p>	<p>Name: Michael H. Sakai</p> <p>Business Address: 201 Merchant Street, Suite 902 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 531-4171</p>

### 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

#### 3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	November 9, 2006	2006-210162

#### Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	April 25, 2007	2007-077136
Bureau of Conveyances	August 12, 2008	2008-136222
Bureau of Conveyances	November 9, 2009	2010-083657

#### 3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit 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 that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	November 9, 2006	2006-210163

#### Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	January 19, 2007	2007-012083

#### 3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	4336
Dates of Recordation of Amendments to the Condominium Map:	
April 30, 2007	
June 16, 2010	

**3.4 House Rules**

The Board of Directors may adopt rules and regulations (commonly called "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. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:

Are Proposed	<input type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input checked="" type="checkbox"/>	April 25, 2007
Developer does not plan to adopt House Rules	<input type="checkbox"/>	

**3.5 Changes to the Condominium Documents**

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

**3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents**

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:  Described in Exhibit "E".

## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

<b>Management of the Common Elements:</b> The Association of Unit 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.	
The initial Condominium Managing Agent for this project is (check one):	
<input checked="" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

### 4.2 Estimate of the Initial Maintenance Fees

<b>Estimate of the Initial Maintenance Fees:</b> The Association will make assessments against your unit 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 unit and the unit 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 F contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

### 4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
<input checked="" type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify) elevator telephone

### 4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
<input checked="" type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify) telephone

## 5. SALES DOCUMENTS

### 5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>G</u> contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: December 15, 2006 Name of Escrow Company: Old Republic Title & Escrow of Hawaii Ltd. Exhibit <u>H</u> contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

### 5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input checked="" type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____ .
<input checked="" type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

### 5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input checked="" type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

<u>Type of Lien</u>	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage	Buyer's contract will be canceled and Buyer's deposit will be returned less escrow cancellation fee. Buyer may lose all rights to buy the unit.

### 5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:
Building and Other Improvements: Seller makes no warranties to Buyers, but will assign the unexpired term, if any, of any and all warranties given by contractors.
Appliances: Seller makes no warranties to Buyers, but will assign or cause to be assigned the unexpired term, if any, of any manufacturer's or dealer's warranties.



**5.5 Status of Construction, Date of Completion or Estimated Date of Completion**

<p>Status of Construction:                  Construction commenced in December 2007, but was suspended. Construction is anticipated to commence in September 2010 and is expected to be completed within ten months of commencement.</p>
<p>Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.</p>
<p>Completion Deadline for any unit not yet constructed, as set forth in the sales contract:                   Two years from effective date of the sales contract.</p>
<p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:                   Not applicable</p>

**5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance**

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

**5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance**

<input type="checkbox"/>	<p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p>
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**5.6.2 Purchaser Deposits Will Be Disbursed Before Closing**

<p>Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):</p>	
<input checked="" type="checkbox"/>	<p>For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or</p>
<input type="checkbox"/>	<p>For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.</p>

In connection with the use of purchaser deposits (check Box A or Box B):

<p><b>Box A</b></p> <p><input type="checkbox"/></p>	<p>The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><b><u>Important Notice Regarding Your Deposits:</u> Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.</b></p>
<p><b>Box B</b></p> <p><input checked="" type="checkbox"/></p>	<p>The Developer has <u>not</u> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the <b><u>Important Notice Regarding Your Deposits</u></b> set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, <b><u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u></b> (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>You should understand that, although the <b><u>Important Notice Regarding Your Deposits</u></b> set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.</p>
<p><b>Material House Bond.</b> If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.</p>	

## 5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

1.	<b>Developer's Public Report</b>
2.	<b>Declaration of Condominium Property Regime (and any amendments)</b>
3.	<b>Bylaws of the Association of Unit Owners (and any amendments)</b>
4.	<b>Condominium Map (and any amendments)</b>
5.	House Rules, if any
6.	Escrow Agreement
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	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 514B, HRS) and the Administrative Rules (Chapter 107, HAR), 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 rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

## 5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

### 5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
- (4) The purchaser does at least one of the following:
  - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

- (b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
- (c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

#### **5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed**

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

#### **5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change**

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30<sup>th</sup> calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

**6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT**

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

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 purchasers 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. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

PENSACOLA CHELSEA BUILDING LLC  
a Hawaii limited liability company

\_\_\_\_\_  
Printed Name of Developer

By:   
Duly Authorized Signatory\*

4-16-10  
Date

FALAHUD D. SHAMS, Member/Manager

\_\_\_\_\_  
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; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

## EXHIBIT "A"

### UNIT TYPES AND DESCRIPTIONS

1. TYPE A. There are thirty-four (34) Type A Units. Each Type A Unit contains one bedroom, one bathroom, a living room, a kitchen and an entry area with a net living area of approximately 570 square feet. Each Type A Unit has a limited common element foyer which consist of a net area of approximately 23 square feet. Units 101 and 102 each has an appurtenant limited common element rear patio with a net area of approximately 221 square feet. Unit 104 has an appurtenant limited common element rear patio with a net area of approximately 255 square feet. Units 103, 105, 106, 107, 108, 109 and 110 each has an appurtenant limited common element rear patio with a net area of approximately 187 square feet. Units 202, 203, 205, 206, 207, 208, 209, 302, 303, 305, 306, 307, 308, 309, 402, 403, 405, 406, 407, 408, and 409 each has as an appurtenant limited common element lanai with a net floor area of approximately 210 square feet. Units 204, 304 and 404 each has an appurtenant limited common element lanai of approximately 252 square feet with a portion of the lanai being enclosed.

2. TYPE B. There are six (6) Type B Units. Each Type B Unit contains one bedroom, one bathroom, a living room, a kitchen and an entry area with a net living area of approximately 570 square feet. Each Type B Unit has a limited common element foyer which consist of a net area of approximately 23 square feet. Units 201, 210, 301, 310, 401 and 410 each has two appurtenant limited common element lanais with a net floor area of approximately 210 square feet (rear) and 190 square feet (front).

3. TYPE C. There are six (6) Type C Units. Each Type C Unit contains one bedroom, one bathroom, a living room, a kitchen and an entry area on the first level and an upstairs loft area with a net living area of approximately 661 square feet (approximately 451 square feet on the first level and loft area of approximately 210 square feet). Units 501, 502, 503, 504, 505 and 506 each has as an appurtenant limited common element roof deck with a net floor area of approximately 210 square feet. Declarant reserves the right to (x) designate additional portions of the roof deck as an appurtenant limited common element to end units 501 and 506 on the fifth floor, as the case may be; (y) reconfigure the unit or loft area in order to install a one-half bathroom in the loft area and to install solar or other ceiling type ventilation systems which may penetrate the roof of the building; and (z) increase the height of the building in connection with the addition of a loft for the Type C Units.

Unit No.	Type	Sq. Ft	Lanai	Lanai	Parking Stall(s)
101	A	570	221		1
102	A	570	221		1
103	A	570	187		1
104	A	570	255		1
105	A	570	187		1
106	A	570	187		1
107	A	570	187		1
108	A	570	187		1
109	A	570	187		1
110	A	570	187		1
201	B	570	210	190	1
202	A	570	210		1
203	A	570	210		1
204	A	570	252		1
205	A	570	210		1
206	A	570	210		1
207	A	570	210		1
208	A	570	210		1
209	A	570	210		1
210	B	570	210	190	1
301	B	570	210	190	1
302	A	570	210		1
303	A	570	210		1
304	A	570	252		1
305	A	570	210		1
306	A	570	210		1
307	A	570	210		1
308	A	570	210		1
309	A	570	210		1
310	B	570	210	190	1
401	B	570	210	190	1
402	A	570	210		1
403	A	570	210		1
404	A	570	252		1
405	A	570	210		1
406	A	570	210		2
407	A	570	210		2
408	A	570	210		2
409	A	570	210		2
410	B	570	210	190	2



Unit No.	Type	Sq. Ft	Lanai	Lanai	Parking Stall(s)
501	C	661	210		2
502	C	661	210		2
503	C	661	210		2
504	C	661	210		2
505	C	661	210		2
506	C	661	210		2

Units 101 to 110 have patios and not lanais.

Units 501 to 506 are roof decks and not lanais.

Units with two lanais have a lanai in the front in addition to one in the backside of the unit.

The units with a second lanai have such lanais located at the front portion of the unit.

All areas are approximate. The square footages for the unit are the "net" areas and for the units located on the fifth floor such area includes the loft without deduction for the stairs.

## EXHIBIT "B"

### Common Interest and Parking/Storage Assignments

<u>Unit #</u>	<u>Common Interest</u>	<u>Stall No.</u>	<u>Storage</u>
101	2.1296%	45C	
102	2.1296%	44C	
103	2.1296%	43C	
104	2.1296%	42C	
105	2.1296%	49C	
106	2.1296%	48C	
107	2.1296%	47C	
108	2.1296%	46C	
109	2.1296%	8H	
110	2.1296%	3H	
201	2.1295%	1	
202	2.1295%	2	
203	2.1295%	7C	
204	2.1295%	21	
205	2.1295%	20	
206	2.1295%	19	
207	2.1295%	27	
208	2.1295%	28	
209	2.1295%	29	
210	2.1295%	30	
301	2.1296%	18	
302	2.1296%	17	
303	2.1296%	16	
304	2.1296%	15	
305	2.1296%	14	
306	2.1296%	13	
307	2.1296%	12	
308	2.1296%	11	
309	2.1296%	10	
310	2.1296%	9	
401	2.1296%	22	S
402	2.1296%	23	S
403	2.1296%	24	S
404	2.1296%	25	S
405	2.1296%	26H	S
406	2.1296%	31C, 31TC	
407	2.1296%	32, 32T	
408	2.1296%	33, 33T	
409	2.1296%	34, 34T	
410	2.1296%	35, 35T	

<u>Unit #</u>	<u>Common Interest</u>	<u>Stall No.</u>	<u>Storage</u>
501	2.4695%	41C, 41T	
502	2.4695%	40, 40T	
503	2.4695%	39, 39T	
504	2.4695%	38, 38T	
505	2.4695%	37, 37T	
506	2.4695%	36, 36T	
	100.0000%		
GUEST		50C	
GUEST		51C	
GUEST		5C	
GUEST		4C	
GUEST		6C	

C denotes a compact stall, otherwise the stall is a regular sized stall\*

T denotes a tandem stall\*

H denotes a handicap or accessible stall\*

S denotes that there is storage for the unit/stall

\*There may be variations in the size and dimensions of the parking stalls. In some instances a parking stall may be located adjacent to a pillar, wall or other obstruction. Such pillar, wall or other obstruction may interfere with the use of the stall.

## EXHIBIT "C"

### COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

#### Common Elements

The common elements of the Project include the following:

1. The land of the Project in fee simple.
2. The manager's office located in the basement or storage room, or a combination of both as may be determined and constructed by the Developer.
3. The park located on the first floor.
4. All lanais and roof decks.
5. All mailboxes located in the basement.
6. The elevator, all stairways, and the trash chute which services all of the floors with a trash space or other enclosure located in the basement.
7. All yards, grounds, landscaping, planters, fences and walls.
8. All parking areas, driveways, ramps, walkways and corridors.
9. All pipes, wires, cables, ditches, conduits, ducts, water meters, electrical equipment, and other central and appurtenant transmission facilities and installations over, under and across the Project which serve more than one Unit for services such as power, light, gas, water, sewer, storm drainage, telephone and television signal distribution, if any.
10. 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. Developer reserves the right to install solar water heating systems, photovoltaic systems, or other similar or comparable equipment at its sole cost and expense; provided that upon completion of the installation all costs and expenses associated with such equipment will be deemed a common expense.

### Limited Common Elements

The limited common elements of the Project include the following:

1. The parking stalls assigned or to be assigned to a Unit shall be appurtenant to and for the exclusive use of said Unit. Not all Units will be assigned a parking stall. The number and location of each stall is shown on the Condominium Map. The stalls may be assigned by further amendment to this Declaration or in the first conveyance document or Unit Deed for a Unit. Once a parking stall has been assigned to a Unit, it cannot be changed except with the consent of the Unit Owner. Exhibit "C" presently shows which Units will be assigned a parking stall. At present stall number 50 is a handicap stall.

2. One (1) mailbox shall be appurtenant to and for the exclusive use of each Unit.

3. The patio(s), lanai(s) or roof deck adjoining a Unit and the foyer of a Unit, or any solar or other ventilation system servicing the loft of a Unit, as shown on the Condominium Map and described in Section 2.1 of the Declaration of Condominium Property Regime and on Exhibit "A" to this Developer's Public Report shall be appurtenant to and for the exclusive use of the respective Units.

**EXHIBIT "D"**

**ENCUMBRANCES AGAINST TITLE**

1. Real property taxes due and payable. For more information contact the Real Property Assessment Office, City and County of Honolulu.

2. Title to all minerals and metallic mines reserved to the State of Hawaii.

3. AS TO PARCEL FIRST (TMK: (1) 2-4-013-021):

A. Any rights, interests or claims which may exist or arise by reason of the facts shown on a survey plat prepared by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, on August 24, 2006, designated Job No. NONE, as follows:

A) Roof from subject Parcel 21 extends approximately 1.4 ft. to 1.2 ft. for a length of 31.2 ft. into Pensacola Street.

B) Wood fence from Parcel 87 extends approximately 0.5 ft. to 0.6 ft. for a length of 1.2 ft. into subject Parcel 21.

C) Concrete footing from subject Parcel 21 extends approximately 0.0 ft. to 0.8 ft. to 0.5 ft. for a length of 4.7 ft. into Parcel 87.

D) Concrete from subject Parcel 21 extends approximately 0.7 ft. to 0.7 ft. for a length of 12.6 ft. into Parcel 86.

As set forth in Warranty Deed dated September 8, 2006, recorded September 14, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-168914.

B. Any rights, interests or claims which may exist or arise by reason of the facts shown on a survey plat prepared by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, on August 24, 2006, designated Job No. NONE, as follows:

A) Concrete from subject Parcel 21 extends approximately 0.3 ft. to 0.3 ft. for a length of 6.3 ft. into Parcel 86. Another portion of it extends approximately 0.2 ft. to 0.2 ft. for a length of 3.0 ft. into Pensacola Street.

B) End of concrete with post from subject Parcel 21 extends approximately 0.5 ft. into Pensacola Street.

C) End of concrete with post from subject Parcel 21 extends approximately 0.4. ft. into Pensacola Street.

D) Shed from Parcel 87 extends approximately 0.1 ft. to 0.1 ft. for a length of 10.2 ft. into subject Parcel 21.

E) Concrete from Parcel 22 extends approximately 0.2 ft. to 0.2 ft. for a length of 34.3 ft. into subject Parcel 21.

F) End of tile wall from Parcel 22 extends approximately 0.2 ft. into subject Parcel 21.

As set forth in Warranty Deed dated September 8, 2006, recorded September 14, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-168914

FURTHER NOTE: The matters shown above would appear to fall within the definition of a "de minimus structure position discrepancy" pursuant to HRS Section 669-A, however, no assurance is provided regarding the accuracy of the survey nor the interpretation of said statute.

4. AS TO PARCEL SECOND (TMK: (1) 2-4-013-024):

A. Any rights, interests or claims which may exist or arise by reason of the facts shown on a survey plat prepared by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, on August 24, 2006, designated Job No. NONE, as follows:

A) Water meter from subject Parcel 24 extends approximately 1.0 ft. to 0.9 ft. for a length of 2.0 ft. into Roadway.

B) Asphalt pavement from Roadway extends approximately 0.0 ft. to 1.8 ft. to 0.0 ft. for a length of 6.1 ft. into subject Parcel 24.

C) Rock wall from subject Parcel 24 extends approximately 0.0 ft. to 0.7 ft. for a length of 5.9 ft. into Roadway.

As set forth in Warranty Deed dated September 8, 2006, recorded September 14, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-168912.

B. Any rights, interests or claims which may exist or arise by reason of the facts shown on a survey plat prepared by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, on August 24, 2006, designated Job No. NONE, as follows:

A) Metal post from Parcel 23 extends approximately 0.2 ft. to 0.4 ft., respectively, into subject Parcel 24.

As set forth in Warranty Deed dated September 8, 2006, recorded September 14, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-168912.

FURTHER NOTE: The matters shown above would appear to fall within the definition of a "de minimus structure position discrepancy" pursuant to HRS Section 669-A, however, no assurance is provided regarding the accuracy of the survey nor the interpretation of said statute.

5. Condominium Map No. 4336, filed in the Bureau of Conveyances, State of Hawaii.

Amendment thereof by instrument recorded : April 30, 2007 in the Bureau of Conveyances, State of Hawaii, as Document No. 2007-077136

6. Matters in an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, provision that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, but omitting and covenants or restrictions if any, based upon race color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons in the instrument entitled Declaration of Condominium Property Regime recorded November 16, 2006, in said Bureau, as Document No. 2006-210162.

Said Declaration was amended by the following instruments:

<u>DATED:</u>	<u>DOCUMENT NO.:</u>
April 25, 2007	2007-077136
August 12, 2008	2008-136222
November 9, 2009	2010-083657



Liens and charges for upkeep and maintenance as provided in the above mentioned Covenants, Conditions and Restrictions, if any, where no notice thereof appears on record.

For information regarding the current status of said liens and/ or assessments Contact The Association of Unit Owners of "PENSACOLA CHELSEA CONDOMINIUM"

7. By-Laws of the Association of Unit Owners of "PENSACOLA CHELSEA CONDOMINIUM", recorded November 16, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-210163.

And as modified by an instrument, executed by PENSACOLA CHELSEA BUILDING LLC, recorded January 22, 2007 in the Bureau of Conveyances, State of Hawaii, as Document No. 2007-012083.

8. Agreement for : Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO), executed by PENSACOLA CHELSEA BUILDING, LLC, a Hawaii limited liability company, and Between : CITY AND COUNTY OF HONOLULU, DIRECTOR OF PLANNING AND PERMITTING, on the terms, covenants and conditions contained therein, dated January 26, 2007, recorded February 7, 2007 in the Bureau of Conveyances, State of Hawaii, as Document No. 2007-023813.

9. Mortgage in favor of CENTRAL PACIFIC BANK, a Hawaii corporation, dated February 8, 2007, recorded February 9, 2007 in the Bureau of Conveyances, State of Hawaii, as Document No. 2007-025618

Modification/amendment of the terms of said Mortgage, by an AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS, dated November 9, 2007, recorded November 16, 2007 in the Bureau of Conveyances, State of Hawaii, as Document No. 2007-200142.

Modification/amendment of the terms of said Mortgage, by a SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT AND ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS, dated April 29, 2010, recorded May 25, 2010 in the Bureau of Conveyances, State of Hawaii, as Document No. 2010-071906.

10. ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS, dated February 8, 2007 in favor of CENTRAL PACIFIC BANK, a Hawaii corporation, recorded February 9, 2007 in the Bureau of Conveyances, State of Hawaii, as Document No. 2007-025619

Amendment thereof by instrument recorded November 16, 2007 in the Bureau of Conveyances, State of Hawaii, as Document No. 2007-200142

Amendment thereof by instrument recorded May 25, 2010 in the Bureau of Conveyances, State of Hawaii, as Document No. 2010-071906.

11. Financing Statement (UCC-1) in favor of CENTRAL PACIFIC BANK, February 9, 2007 in the Bureau of Conveyances, State of Hawaii, as Document No. 2007-025620.

12. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument in the DECLARATION OR RESTRICTIVE COVENANTS (PRIVATE PARK) dated November 28, 2007, recorded May 14, 2009 in the Bureau of Conveyances, State of Hawaii, as Document No. 2009-074202.

13. Agreement for : Encroachment (Chainlink Fence), by and between AJMAT ALII and PAULINE ALI, husband and wife, and PENSACOLA CHELSEA BUILDING LLC, a Hawaii limited liability company, on the terms, covenants and conditions contained therein, dated August 27, 2009, recorded September 2, 2009 in the Bureau of Conveyances, State of Hawaii, as Document No. 2009-134368.

14. Any unrecorded and subsisting leases.

15. Rights and claims of parties in possession.

16. Any claim of lien for services, labor or material arising from an improvement or work under construction or completed at the date hereof.

## EXHIBIT "E"

### DEVELOPER'S RESERVED RIGHTS

1. The Developer reserves an easement over and upon the Project as may be reasonably necessary for the completion of the development and construction of the Project and the correction of defects In the Project {see Section 4.6 of the Declaration).

2. The Developer reserves the right to conduct extensive sales activities on the Project for the sale of units In the Project, including without limitation, the use of model units, sales and management offices, and extensive sales displays and activities until the date of the closing of the sale of the last unsold unit in the Project or In such other projects (see Section 4.7 of the Declaration).

3. The Developer reserves the right, for itself and its successors and assigns, at any time prior to December 31, 2024, to designate and to grant to any public or governmental authority or other entity rights-of-way and other easements which are for the sole benefit of the Project, for the benefit of lands located near or adjacent to the Project, or which do not materially and adversely Interfere with the use, nor materially and adversely impair the value of the Project or any unit In It, over, across, under and through the common elements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage, and other public services and utilities, and rights to enter for the purpose of ins tailing, repairing, altering and removing such lines and facilities and of trimming any trees in the way thereof; provided that in connection with the Installation, maintenance, repair, alteration or removal of any such lines and facilities pursuant to rights-of-way and other easements granted, hereunder, the Developer or its successors or assigns, as applicable, must require that the common elements be restored promptly at the expense of the party owning and exercising such easement right; provided, further, that the Association, through its Board of Directors, and with the consent and agreement of the holders of any then existing easements affected thereby, is authorized to grant, convey, transfer, cancel, relocate and otherwise deal with any and all such public services and utilities easements now or hereafter located on or affecting the Project without requiring any consideration therefor. To the extent that joinder of any unit owner and lien holder or other person who may have any Interest In the Project, any unit or the land of the Project may be required in order to validate any act or thing done pursuant to the foregoing reservation, such Joinder shall be accomplished by a power of attorney from each of the owners, lien holders or other such parties. The acquiring or acceptance of ownership In a unit or of a lien covering a unit or any other interest In the Project or the land of the Project shall constitute a grant of such power of attorney and the grant, being coupled With an interest, shall be. irrevocable and shall not be affected by the disability of the party granting such power (see Section 4.8 of the Declaration).

4. The Developer reserves the right to amend the Declaration (see Section 17 of the Declaration), without the consent or joinder of the Association or the persons then owning or leasing the units or their mortgages, to satisfy any requirement of the Department of Veterans' Affairs

("VA") or the Federal Housing Administration ("FHA") which the Developer deems necessary or convenient and to such extent and with such language as may be requested by the FHA, VA, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or by any federally chartered lending institution as a condition precedent to lending funds upon the security of a unit in the Project.

5. The Developer reserves the right to amend the Declaration (see Section 18 of the Declaration), without the consent or joinder of the Association or the persons then owning or leasing the units or their mortgagees, as follows:

a. From time to time, after completion of construction of the buildings of the Project, pursuant to the provisions of Section 514B-34, Hawaii Revised Statutes, to record verified statements of a registered architect or professional engineer certifying that the final plans of the buildings theretofore filed or being filed simultaneously with such amendments fully and accurately depict the layout, location, numbers and dimensions of the Units as built.

b. To make changes to the Project and to amend the Declaration and the Condominium Map in any manner, as long as the Developer owns all of the units in the Project.

c. To change the number of each type of unit in the Project; provided, however, that this right shall apply only to units that are not yet built or are owned by the Developer.

d. To make changes to the Project and the Project drawings and/or specifications; provided that such changes do not violate applicable laws and codes and do not constitute a material change to any unit not owned by the Developer.

6. The Developer reserves the right, for itself and Its successors and assigns, to consolidate and resubdivide the land of the Project into two parcels - Lot A, approximately 19,933 square feet, and Lot B, approximately 267 square feet, for road widening purposes. In connection with such consolidation and resubdivision, the Developer also reserves the right, for Itself and its successors and assigns, without the consent or joinder of any other party, to do the following:

a. Complete the consolidation and resubdivision of the land; Withdraw Lot B from the Project;

b. Withdraw Lot B from the Project;

c. Convey Lot B to the C and County of Honolulu, State or Hawaii or other governmental body; and/or

d. Create, designate and grant an easement for road purposes over and across Lot B to the City and County of Honolulu, State or Hawaii or other governmental body for roadway purposes.

**EXHIBIT "F"**

**CERTIFICATE**

I, the undersigned, duly sworn on oath, depose and affirm as follows:

1. I am the President for Hawaiiana Management Company, Ltd., a Hawaii corporation, designated by the Developer of the Pensacola Chelsea condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each unit in the Project, as set forth in Exhibit "1" attached hereto and hereby incorporated herein by reference, were determined in accordance with Section 514B-148 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and are reasonable estimates for the one-year period commencing May 2010, based on generally accepted accounting principles.

3. As permitted pursuant to Section 514B-148(b), new associations need not collect estimated reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

DATED: Honolulu, Hawaii, this 11<sup>th</sup> day of May, 2010.

  
Name: J. MICHAEL HARTLEY  
Title: PRESIDENT

Subscribed and sworn to before me  
this 11<sup>th</sup> day of May, 2010.

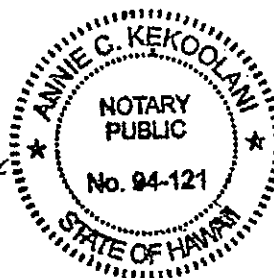
State of Hawaii  
City & County of Honolulu

Date: May 11, 2010, # of Pages: 3

Doc. Description: Certificate of Managing Agent & Estimated  
Annual Disbursements for: Pensacola Chelsea Condominium

  
Notary Signature  
Name: Annie C. Kekoolani

No. & Expiration: 94-121 ; 02-16-2014



First Circuit, State of Hawaii

**NOTARY CERTIFICATION**

## Estimated Maintenance Fee

Pensacola Chelsea  
Condominium  
(50 units)

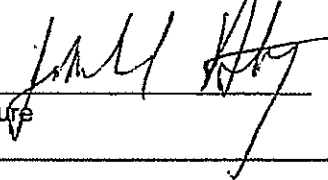
Unit #	Common Interest	Monthly Fee	Yearly Total
101	2.1296%	\$340.65	\$4,087.81
102	2.1296%	\$340.65	\$4,087.81
103	2.1296%	\$340.65	\$4,087.81
104	2.1296%	\$340.65	\$4,087.81
105	2.1296%	\$340.65	\$4,087.81
106	2.1296%	\$340.65	\$4,087.81
107	2.1296%	\$340.65	\$4,087.81
108	2.1296%	\$340.65	\$4,087.81
109	2.1296%	\$340.65	\$4,087.81
110	2.1296%	\$340.65	\$4,087.81
201	2.1295%	\$340.63	\$4,087.62
202	2.1295%	\$340.63	\$4,087.62
203	2.1295%	\$340.63	\$4,087.62
204	2.1295%	\$340.63	\$4,087.62
205	2.1295%	\$340.63	\$4,087.62
206	2.1295%	\$340.63	\$4,087.62
207	2.1295%	\$340.63	\$4,087.62
208	2.1295%	\$340.63	\$4,087.62
209	2.1295%	\$340.63	\$4,087.62
210	2.1295%	\$340.63	\$4,087.62
301	2.1296%	\$340.65	\$4,087.81
302	2.1296%	\$340.65	\$4,087.81
303	2.1296%	\$340.65	\$4,087.81
304	2.1296%	\$340.65	\$4,087.81
305	2.1296%	\$340.65	\$4,087.81
306	2.1296%	\$340.65	\$4,087.81
307	2.1296%	\$340.65	\$4,087.81
308	2.1296%	\$340.65	\$4,087.81
309	2.1296%	\$340.65	\$4,087.81
310	2.1296%	\$340.65	\$4,087.81
401	2.1296%	\$340.65	\$4,087.81
402	2.1296%	\$340.65	\$4,087.81
403	2.1296%	\$340.65	\$4,087.81
404	2.1296%	\$340.65	\$4,087.81
405	2.1296%	\$340.65	\$4,087.81
406	2.1296%	\$340.65	\$4,087.81
407	2.1296%	\$340.65	\$4,087.81
408	2.1296%	\$340.65	\$4,087.81
409	2.1296%	\$340.65	\$4,087.81
410	2.1296%	\$340.65	\$4,087.81
501	2.4695%	\$395.02	\$4,740.25
502	2.4695%	\$395.02	\$4,740.25
503	2.4695%	\$395.02	\$4,740.25
504	2.4695%	\$395.02	\$4,740.25
505	2.4695%	\$395.02	\$4,740.25
506	2.4695%	\$395.02	\$4,740.25
<b>Total</b>	<b>100.0000%</b>	<b>\$15,996.00</b>	<b>\$191,952.00</b>

**Estimate of Maintenance Fee Disbursements**

Pensacola Chelsea  
Condominium  
(50 units)

	Monthly Fee	Yearly Total
<b>Utilities and Services</b>		
Electricity		
<input checked="" type="checkbox"/> common elements only	\$2,500.00	\$30,000.00
<input type="checkbox"/> common elements and apartments	\$0.00	\$0.00
Water	\$900.00	\$10,800.00
Sewer	\$2,156.00	\$25,872.00
Telephone	\$150.00	\$1,800.00
<b>Maintenance, Repairs and Supplies</b>		
Grounds	\$200.00	\$2,400.00
Janitorial Service	\$200.00	\$2,400.00
Electrical/Lighting	\$800.00	\$9,600.00
Elevator	\$1,100.00	\$13,200.00
Pest Control	\$200.00	\$2,400.00
Plumbing	\$400.00	\$4,800.00
Refuse Collection	\$760.00	\$9,120.00
Fire Systems	\$25.00	\$300.00
Site Repairs and Supplies	\$2,000.00	\$24,000.00
<b>Management</b>		
Management Fee	\$945.00	\$11,340.00
Administrative Supplies and Services	\$350.00	\$4,200.00
<b>Insurance</b>		
Property	\$1,050.00	\$12,600.00
General Liability	\$200.00	\$2,400.00
Umbrella	\$125.00	\$1,500.00
Fidelity Bond	\$40.00	\$480.00
Director and Officer Liability	\$105.00	\$1,260.00
<b>Professional Services</b>		
Audit/Tax Preparation	\$80.00	\$960.00
Legal Fees	\$350.00	\$4,200.00
<b>Other</b>		
General Excise and Federal Taxes	\$20.00	\$240.00
Condominium Registration	\$20.00	\$240.00
<b>Reserves</b>	\$1,320.00	\$15,840.00
<b>Total</b>	<b>\$15,996.00</b>	<b>\$191,952.00</b>

I, J. Michael Hartley, as agent for/and/or employed by Hawaiiana Management Company, the condominium managing agent for Pensacola Chelsea 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.

Signature 

Date 5/10/10

## EXHIBIT "G"

### SUMMARY OF SALES CONTRACT

A copy of the form of Condominium Reservation Agreement, Deposit Receipt and Sales Agreement ("Sale Contract") has been submitted to the Real Estate Commission and is available for inspection at Developer's and real estate broker's office. The following is a summary of some of the provisions of the Sales Contract. ALL PURCHASERS AND PROSPECTIVE PURCHASERS SHOULD CAREFULLY READ THE SALES CONTRACT IN FULL SINCE THIS SUMMARY IS NOT INTENDED TO BE A COMPLETE DESCRIPTION OF THE PROVISIONS OF THE SALES CONTRACT.

1. The Sales Contract does not become a binding contract until the Effective Date occurs. Until the Effective Date, the Sales Contract is only a reservation for the unit and is not legally binding on either the purchaser or Developer. The Effective Date of the Sales Contract shall be the date on which all of the following conditions are fulfilled:

- (a) The Sales Contract has been accepted by Developer;
- (b) A true copy of Developer's Public Report or Amended Developer's Public Report, as the case may be, is mailed or otherwise delivered to the purchaser;
- (c) A notice of the purchaser's thirty-day right to cancel the Sales Contract is mailed or otherwise delivered to the purchaser; and
- (d) The purchaser has waived or be deemed to have waived the purchaser's right to cancel the Sales Contract pursuant to Section 514B-86 of the Act.

2. If the unit covered by a particular Sales Contract is an Owner-Occupant Designated Unit, and the purchaser has executed an affidavit stating purchaser's intent to become an owner-occupant of the unit, then purchaser agrees when signing the Sales Contract that purchaser will occupy the unit as purchaser's principal residence. Any such purchaser shall be required to reaffirm his or her intent to be an owner-occupant no later than the Closing Date. Failure to sign the reaffirmation upon the reasonable request of Developer shall constitute a default under the Sale Contract by such purchaser and Developer shall have the remedies provided in the Sales Contract.

3. Developer makes no warranties regarding the unit or the Project, but any and all warranties given Developer by contractors for the Project relating to the unit shall accrue to the purchaser. Seller shall also assign or cause to be assigned to the purchaser the unexpired term, if any, of any manufacturer's or dealer's warranties covering any furnishings, fixtures and appliances in the unit.

4. The purchaser agrees that all payments required by the Sales Contract will be deposited with Escrow and that all checks will be made payable to Escrow. The purchaser also agrees that any money that the purchaser deposits with Escrow may be deposited together with other purchasers' money in a federally insured interest bearing account, and that Escrow may distribute the money in this account according to the Escrow Agreement between Developer and Escrow. All interest earned on the purchaser funds deposited with escrow will be credited to the purchaser if such purchaser complies with the Escrow requirements relating to the establishment of an interest bearing account. It is purchaser's responsibility to establish that type of account and to pay all applicable fees relating to such account.

5. All taxes, assessments, and charges of any kind assessable against the unit or the land of the Project will be prorated as of the Closing Date. The purchaser will be responsible for paying all closing costs in connection with the purchase of the unit, including all costs related to any mortgages, all notary fees, recording fees, escrow fees, title insurance, conveyance taxes and fees, and preparation of the Unit Deed to the purchaser. If separate real property taxes are not available the total real property taxes of the Project will be apportioned amongst all units in the Project.



6. The purchaser must deposit with Escrow at Preclosing a nonrefundable "start-up" fee for the condominium association and the first two (2) months of the estimated assessments for common expenses imposed by the Association. This start-up fee is an initial contribution to the Association common expenses reserve. The minimum amount of the start-up fee will also be equal to two (2) months of estimated assessments for common expenses. These amounts are separate from the purchase price and closing costs for the unit.

7. The purchaser may not assign purchaser's rights under the Sales Contract without the prior written consent of Developer. Under no circumstances may the purchaser assign purchaser's rights to the Sales Contract after the Preclosing or the Closing Date. If purchaser attempts to assign the Sales Contract without Developer's written consent, purchaser shall be in default under the Sales Contract.

8. Developer, at its sale discretion, shall determine the Closing Date. Developer may, at Its option, pre close the sale of a unit by requiring the purchaser to deliver all documents necessary for closing and certain funds to Escrow up to sixty (60) days prior to the closing date. Purchaser will have ten (10) days notice of such preclosing.

9. The purchaser shall not be able to occupy the unit until the Closing Date. Purchaser shall not be able to enter the unit until the Closing Date, except with the prior consent of Developer. If the purchaser attempts to take occupancy of or enter the unit prior to the Closing Date without the consent of Developer, then the purchaser will be in default of the Sales Contract, and Developer has the right to remove the purchaser from the unit using any lawful means and at the purchaser's expense.

10. The purchaser agrees to accept a unit as suitable for occupancy even if there are defects or damage to the unit, as long as Developer promises to repair these defects within a reasonable time after purchaser takes occupancy. Prior to closing, the purchaser shall have fifteen (15) days after the date of a notice from Developer to inspect the unit.

11. Developer will complete construction so that the purchaser may occupy the unit within two (2) years from the Effective Date of the Sales Contract. However, this two (2) year period may be extended if construction is delayed by fire, earthquake, acts of God, the elements, war or civil disturbances, litigation or threat of litigation, strikes or other labor disturbances, or economic controls making it impossible to obtain the necessary labor or material, or other occurrences or conditions that are legally recognized as defenses to contract actions in the State of Hawaii.

12. By signing the Sales Contract, the purchaser represents that the purchaser is financially capable of paying the purchase price for the unit. The purchaser also represents that any financial data the purchaser has given Developer is accurate.

If the purchaser intends to finance the purchase of the unit, then the purchaser must apply for financing and inform Developer of the name and address of the lending institution and the loan officer handling the loan application within five (5) days from the Effective Date of the Sales Contract. The purchaser must obtain from the lending institution, and must provide to Developer a copy of, written preliminary approval of the loan within fourteen (14) calendar days from the Effective Date of the Sales Contract. The purchaser agrees to do everything possible and/or necessary to successfully obtain the loan. If purchaser makes a bona fide effort to obtain financing but is unsuccessful In doing so, then purchaser may cancel the Sales Contract upon written notice to Developer on or before thirty (30) days from the Effective Date of the Sales Contract. If the Sales Contract is cancelled, the purchaser will be entitled to a refund of any money the purchaser has deposited with Escrow, without interest and less an escrow cancellation fee.

If the purchaser is making a cash purchase of a unit, the purchaser must provide proof to

Developer within ten (10) days after Developer accepts the Sales Contract that purchaser is financially capable of making all payments under the Sales Contract. Developer has the option to terminate the Sales Contract if Developer determines at any time that the purchaser is unable to make the required payments. If the Sales Contract is canceled; the purchaser will be entitled to a refund of any money the purchaser has deposited with Escrow, with interest (if applicable), and less an escrow cancellation fee, the cost of any credit reports and all other costs incurred by Developer.

13. As long as the Sales Contract is only a reservation, It may be terminated for any reason and at any time at the option of either purchaser or Developer, by giving written notice of termination to the other party. If the Sales Contract is canceled, the purchaser will be entitled to a refund of any money the purchaser has deposited with Escrow, with interest (if applicable). If the purchaser cancels the sales contract, Escrow may also deduct from the refund an escrow cancellation fee and all costs incurred by Developer, Escrow or any lending institution in processing the Sales Contract or loan application, up to a maximum amount of \$250.00.

14. If the purchaser defaults, Developer may cancel the Sales Contract and may keep any amounts previously paid by the purchaser as liquidated damages to compensate Developer for its damages. Developer may also pursue any other legal remedy for purchaser's default.

If Developer defaults after the Effective Date of the Sales Contract, the purchaser's only remedy is to cancel the Sales Contract and have all of the purchaser's money refunded.

15. If less than twenty-three (23) units have been sold within one year (365 days) after the date a purchaser signs the first Sales Contract for a unit In the Project, Developer has the option to cancel the Sales Contract. If Developer cancels the Sales Contract, the purchaser will be entitled to a refund of any money the purchaser has deposited with Escrow, without interest and less an escrow cancellation fee.

16. Developer has the option to cancel the Sales Contract if there are substantial increases in the construction cost of the development to the point where the Project is no longer economically feasible for Developer. The increase could be caused by delays, increase in prices or materials, labor, and also the unavailability of project financing. If the Sales Contract is canceled, the purchaser will be entitled to a refund of any money the purchaser has deposited with Escrow, with interest (if applicable) and less an escrow cancellation fee.

17. By entering into the Sales Contract, the purchaser acknowledges that the purchaser has never received any information or representations from Developer or any of Developer's agents regarding rental income from the unit or other economic or tax benefits that purchaser may receive from ownership of the unit. The purchaser further agrees that he or she will not participate in any rental pool for the renting of the unit. The purchaser may be required to sign documents which satisfy Developer that no such representations have been made.

18. Developer may have made one or more construction loans to finance construction of the Project. Any rights which a purchaser may possess under a Sales Contract for one of the units in the Project are subject to and subordinate to the rights of the lender(s) of the construction loan(s).

19. Subject to the requirements of the Hawaii Contractor Repair Act (Hawaii RevJsed Statutes Chapter 672E), if applicable; any dispute between Developer and purchaser arising out of or relating to the Sales Contract or the unit, or the construction, development or management of the Project or the sale of any unit or the use or occupancy of any unit, or any other aspect of the relationship between Developer and the purchaser regarding the Project shall be subject to non-binding mediation and, if necessary, shall be resolved, by mandatory arbitration.

20. The purchaser accepts the following conditions as well as any inconvenience or annoyance which the purchaser may experience as a result of such conditions and expressly waives any

rights, claims or actions which he might otherwise have against Developer or third parties as a result of such circumstances:

(a) Construction activity by Developer or other unit owners may continue at the Project after purchaser has occupied the unit and this activity may result in noise, dust, surface water run off, vapors, odors, vibration, traffic congestion, or other nuisances or annoyances to purchaser and may limit the purchaser's access to portions of the Project.

(b) Sales activities, including the use of model units, sign and extensive sales displays and other activities for the sale of units developed in the Project.

(c) Developer reserves the right for itself, its employees, agents, sales representatives, business invitees and prospective purchasers to utilize the common elements for ingress and egress to model units and parking spaces and in order to show the common elements to prospective purchasers.

21. The purchaser acknowledges that it has been informed that microorganisms, including, but not limited to, mold, mildew, spores, or any other form of fungi or bacteria ("Microorganisms"), may be present in the unit and that Microorganisms, at certain levels, can cause deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects, such as, without limitation to, skin irritation, respiratory problems and/or allergic reactions. Concentrations of chemicals released from household furnishings, appliances, mechanical equipment, personal possessions or building materials -may, at certain levels, create health hazards and/or other irritant effects, such as, without limitation to, skin irritation, respiratory problems and allergic reactions. Because Microorganisms occur naturally in the environment, Developer cannot eliminate the possibility that Microorganisms may grow in, on or about the unit. Purchaser releases and agrees to indemnify and defend Developer and its successors and assigns, construction manager, contractors, subcontractors, material suppliers and the officers, employees, agents of each of them, from and against any and all claims, obligations, demands, damages, causes of action, liabilities, losses and expenses, including reasonable attorneys' and expert fees, whether now known or hereafter known, foreseen or unforeseen, that purchaser or any occupant of the unit had, has, or may have in the future, in law or in equity (the "claim"), that are attributable to (1) bodily injury, sickness, emotional distress, disease, death or any other personal injury or adverse health effects, or (2) injury to or destruction of tangible personal property, including loss of the use thereof arising out of or relating to, or in any way connected with, indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of any Microorganisms or any chemicals in the indoor air or on the interior surface of the unit including, without limitation to, wall cavities, the attic, windows and the basement, or on the exterior surfaces of the unit or on any part thereof.

22. Developer reserves the right, for itself and its successors and assigns, to consolidate and resubdivide the land of the Project into two parcels - Lot A, approximately 19,933 square feet, and Lot B, approximately 267 square feet, for road widening purposes. In connection with such consolidation and resubdivision, the Developer also reserves the right, for itself and its successors and assigns, without the consent or joinder of purchaser or any other party, to do the following:

- a. Complete the consolidation and resubdivision of the land;
- b. Withdraw Lot B from the Project;
- c. Convey Lot B to the Association or the City and County of Honolulu, the State of Hawaii or other governmental body; and/or
- d. Create, designate and grant an easement for road purposes over and across Lot B to the City and County of Honolulu, State of Hawaii or other governmental body for roadway purposes.

Purchaser agrees, at its expense, to promptly execute, deliver and file such documents and instruments and do such other things as may be necessary or convenient to effect such reserved rights; and grants to Developer a power of attorney to execute, deliver and file such documents and instruments and to do such things on purchaser's behalf to effect such reserved rights, which power of attorney, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of purchaser.

END OF EXHIBIT "G"

## EXHIBIT "H"

### SUMMARY OF ESCROW AGREEMENT

A copy of the Condominium Escrow Agreement dated December 15, 2006, between the Developer and Old Republic Title & Escrow of Hawaii, Ltd. ("Escrow"), has been submitted to the Real Estate Commission and is available for inspection at the Developer's sales office. The following is a summary of some of the provisions of the Escrow Agreement.

NOTE: ALL PURCHASERS AND PROSPECTIVE PURCHASERS SHOULD READ THE ESCROW AGREEMENT AND ALL AMENDMENTS, IF ANY, IN FULL AS THIS SUMMARY DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS IN THE ESCROW AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE ESCROW AGREEMENT, AND DOES NOT ALTER OR AMEND THE ESCROW AGREEMENT IN ANY MANNER.

1. A signed copy of each sales contract for a unit in the Project must be given to Escrow.
2. All money received by the Developer from purchasers under sales contracts for units in the Project must be given to Escrow. Escrow, in accordance with written instructions from the Developer, shall deposit all money so received in an interest-bearing account at a federally insured bank, savings and loan association or other financial institution. Any interest earned on funds deposited into Escrow will accrue as set forth in the sales contract unless otherwise provided.
3. Escrow may not make any disbursements of funds until certain conditions, including the issuance of an effective date for the Developer's Public Report for the Project by the Real Estate Commission, have been met. Escrow may make disbursements of funds prior to closing to pay project costs under certain circumstances.
4. Under certain conditions, a purchaser shall be entitled to a refund. Escrow shall pay this refund to the purchaser with interest which may have accrued to the credit of the purchaser and less a reasonable escrow cancellation fee.
5. If a purchaser fails to claim a refund for a cancelled sales contract, Escrow will notify the purchaser at the purchaser's address shown on the sales contract.
6. If a purchaser fails to make a payment to Escrow in a timely manner, Escrow will notify Developer. If the Developer subsequently notifies Escrow in writing that Developer has terminated the sales contract and provides Escrow with copies of all notices of termination sent to the purchaser, Escrow will then treat any funds the purchaser has already paid as though they belong to the Developer. Upon written request by the Developer, Escrow will pay all such sums to Developer minus any escrow cancellation fee.
7. The Escrow Agreement is subject to the provisions of Hawaii Revised Statutes, Chapter 514B, as it may be amended.

EXHIBIT "1"

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

STATE OF HAWAII

I certify that this is a full, true and correct copy of the original document on file with the Department of Planning and Permitting, City and County of Honolulu.

Robert M. Samuels

14 SEPT. 2009  
DATE

IN THE MATTER OF THE APPLICATION )  
OF )  
PENSACOLA CHELSEA BUILDING, LLC )  
FOR A VARIANCE )

FILE NO. 2009/VAR-10

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

I. APPLICATION

A. Basic Information:

APPLICANT/  
LANDOWNERS: Pensacola Chelsea Building, LLC  
AGENT: Daniel K. Ide  
LOCATION: 1310 Pensacola Street - Makiki  
TAX MAP-KEY: 2-4-13: 21 and 24  
LAND AREA: 20,200 Square Feet  
ZONING: A-2 Medium Density Apartment District

The Department of Planning and Permitting (DPP) held a public hearing on July 16, 2009, 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.

B. Proposal: To allow (retain) a parking structure for a 44-unit, 5-story multi-family dwelling to encroach into the required front and side yards; and allow less than the required optional yard area, and a smaller off-street loading space as follows:

1. Front Yard Encroachments:

Pensacola Street: A 69-foot portion of the roof top of the basement parking structure encroaches 10 feet into the 10-foot front yard along Pensacola Street

Mailed SEP 15 2009  
Date

(east). The height of the encroachment ranges from 3.4 feet to about 5.75 feet high (at the makai end). See Exhibits B-1 and B-2.

Beverly Court (Mauka Portion): A 92-foot portion of the roof top of the basement parking structure encroaches 10 feet into the 10-foot front yard along the mauka portion of Beverly Court (north side). The height of the encroachment ranges from 1.0 foot to about 1.8 feet high (at the northwest end of the site).

Beverly Court (Ewa Portion): A 97-foot portion of the roof top of the basement parking structure encroaches 10 feet into the 10-foot front yard along the ewa (west) end of the site. The height of the encroachment ranges from 0.8 foot to about 4.6 feet high (at the makai end).

2. Side Yard Encroachments:

Mauka (North) Side Yard: A 100-foot portion of the roof top of the basement parking structure encroaches 10 feet into the 10-foot side yard on the mauka side. The height of the encroachment ranges from 1 foot to about 3.6 feet at the diamond-head (east) end of the site. See Exhibits B-1 and B-3.

Makai (South) Side Yard: A 124-foot portion of the roof top of the basement parking structure encroaches 10 feet into the 10-foot side yard. The height of the encroachment ranges from 4.7 feet to about 7 feet at the diamond-head (east) end of the site. See Exhibits B-1 and B-5.

The optional yard provisions allow a parking structure within side yards, up to a height of four feet. However, if the required optional yard area is not provided, such structures would not be permitted within the required yards.

3. Loading Space Deficiency: The applicant proposes an 8.5 x 19-foot loading space in lieu of the required 12 x 35-foot loading space. See Exhibit B-1.

The smaller loading space would allow maneuvering of small vehicles and minimize excessive queuing onto Pensacola Street, which is a very busy four-lane street.

C. Variance Required: Land Use Ordinance (LUO) Section 21-3.80-1 (b) and (c) [Table 21-3.3], relating to yard and optional yard regulations.

D. Applicant's Justification: The applicant provided justification statements that are part of the file.

## II. FINDINGS OF FACT

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

A. Description of Site and Surrounding Uses: The site consists of two adjacent parcels that are offset by about 25 to 35 feet on their contiguous side. They are jointly developed, thus they form an irregular-shaped zoning lot. See Item D1, below. The site slopes

downward from mauka to makai, and has an elevation difference of about three feet. See Exhibits B-2, B-4, and B-6.

Pensacola Street is a heavily traveled four-lane (one-way) street. Beverly Court is a one lane street with a pavement width of about 14 feet in a 15-foot right-of-way. Beverly Court provides access to six parcels. See Exhibits A and B-6. Pensacola Street has curbs and sidewalks. Beverly Court is unimproved, without curb or sidewalks. There are no parking controls (no parking signs or lines) on Beverly Court. The site contains the partially embedded basement parking structure that was halted from construction following the issuance of a Notice of Violation (No. 2008/NOV-07-216) on July 31, 2008. According to the applicant, the basement structure is 90 percent (90%) complete.

The surrounding neighborhood use is primarily multi-family dwelling, but other uses include a meeting facility, public elementary school, retail stores, eating establishments, business offices, and an art academy.

- B. Violation: On July 31, 2008, the applicant was issued a Notice of Violation (No. 2008/NOV-07-216) for the construction of a parking structure and first-floor slab without a building permit.
- C. Flood Zone: The site is in the Flood Zone X, outside the regulatory flood zone.
- D. Other Permits and Approvals:
  - 1. Conditional Use Permit: On June 28, 2007, the DPP approved Conditional Use Permit No. 2007/CUP-61 for joint development of Parcels 21 and 24. They are treated as one zoning lot for development purposes.
  - 2. Park Dedication Plan and/or Permit: On April 25, 2008, the DPP approved park dedication permit No. 2007/Park-6, which requires the applicant to set aside 3,040 square feet of private park area to meet the park dedication requirements for the project. The amount of the park dedication area was based on a total lot size of 20,200 square feet. The approved landscape/private park plan indicated that landscaping within the 10-foot front yard along Pensacola would be on-grade. The private park space was shown as decorative paving over deck slab. However, no elevation drawings were included, and it was not clear that the deck slab was not on grade. See Exhibit B-7.
  - 3. Subdivision: On September 5, 2008, the DPP granted tentative approval for Subdivision No. 2008/SUB-91 to consolidate and resubdivide Lots 2, 11, and 12, and to create a 267-square-foot lot, which will be used for corner rounding and a two-foot road widening (along Beverly Court on the mauka end). The subdivision action reduced the site/lot area to 19,933 square feet. The applicant indicates that the 267-square-foot area will be dedicated as an easement for users of Beverly Court. See Exhibit B-6.
- E. Public Hearing Comments: The agent spoke in support of the request. He said that foundation permit No. 618031 was issued on October 1, 2007 via third-party approval, and based on that approval, they began construction in December 2007. He stated the City building inspector visited the site on seven occasions prior to issuing a notice of



violation in July 2008. He contended that any remediation and modification of the structure completed to date to make it compliant would render the project infeasible.

He indicated that the unusual (offset) lot configuration and the three street frontages of the site, seriously limit construction of a multi-family dwelling, and threatens the financial feasibility of the project.

Two residents from the neighborhood spoke in opposition to the proposal. They said that because Beverly Court was a one-lane roadway, it was difficult to navigate with a structure built right up to the property line. They were also concerned that the structure might actually cross the property boundary into Beverly Court. The applicant's agent clarified that no portion of the structure is outside of the site.

The applicant apologized to the residents for the short-term inconveniences of construction, including street congestion caused by vehicles and material storage during construction. He emphasized that those impacts were only temporary and would end when construction was completed. The agent noted that a six-foot high fence, which is permitted up to the property line by the LUO, would have the same "cramping" effect on Beverly Court as the proposed parking structure.

He stated that if completed as proposed, the structure would not interfere with the neighbors' use of their properties. And, it would not change the multi-family dwelling character of the neighborhood, although the area is not entirely in apartment use as indicated by the zoning.

In response to a DPP staff question regarding the size of the loading space, the applicant explained that the Traffic Review Branch (of the DPP) had told them that they had concerns with vehicles queuing on Pensacola Street, since their original proposal was to use a "turn-table" for maneuvering purposes. He said that the TRB had suggested a smaller loading space instead of the standard (12 x 35 feet) loading space. The Hearings Officer requested that the applicant obtain written verification from the TRB, requesting the reduced loading space.

The hearings officer clarified that the LUO Optional Yard Siting (Section 21-3.80-1) allows parking lots and garages in the side and rear yards, provided they are less than four feet in height and an optional yard area is provided. However, the applicant cannot use that provision, since the equivalent optional yard (open space) area is not being provided elsewhere [i.e., at-grade landscaping, at least 50 percent (50%) of which is contiguous to the street frontage].

### III. ANALYSIS

- A. 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. The applicant would be denied reasonable use if not allowed to retain the parking structure encroachments into the required front and side yards. The applicant states that they started construction and completed a substantial amount of the basement level parking structure in accordance with the approved building permit for the building foundation. However, as approved, the foundation and/or parking structure does not meet the LUO

optional yard requirements in two important respects. First, the parking structure exceeds the four-foot maximum height allowed in the required yards. And, second, the "optional yard areas" (open space areas) do not meet the LUO requirements; i.e., less than 50 percent (50%) of the open space area is contiguous to a street frontage. Nevertheless, the height overage of the parking structure is not inordinate. For example, on the makai side (south), the structure exceeds the four-foot height limit from 1.5 feet to a maximum of 3.5 feet. The parking structure may be compared to a retaining wall or fence, which could be six feet high at the property line according to the LUO. Moreover, the parking structure will have landscaping on its roof level.

If the applicant were required to strictly observe and comply with the LUO yard requirements, major structural alterations to the structure would be required because the foundation and first floor deck are about 90 percent (90%) complete. Full compliance would require demolition of the podium concrete foundation and its post-tensioned concrete deck structure, followed by the complete reconstruction of the basement after additional excavation (perhaps as much as four feet). The post-tension construction of the parking deck precludes the simple removal of a 10-foot section of the perimeter of the structure. But even if that could be achieved, such a radical building alteration could eliminate as many as 12 parking spaces. That, in turn, would probably require complete redesign of the basement parking area, and could result in a loss of several dwelling units. The applicant estimates that the cost of the corrective action, including demolition and reconstruction, would be prohibitive and render the project infeasible. Generally, cost is not a major consideration in variance requests. However, it appears the applicant would experience undue practical hardships if not allowed to retain the yard encroachments. Considering that the corrective action would result in limited public benefit, the variance proposal is reasonable.

- B. 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. There are unique circumstances that support the request for yard encroachments. The irregular configuration of the zoning lot (two parcels jointly developed) and the three street frontages create significant design challenges to provide sufficient off-street parking outside of the required yards. The three front yards along the street frontages essentially eliminate 260 (linear) feet of yard area that could be used for off-street parking (utilizing the optional yard provisions). That virtually dictates that some portions of the parking area and/or structure occur in the required side yards. Although it is principally the applicant's responsibility that the building design comply with the LUO regulations; e.g., observing all required setbacks, the applicant indicates that great reliance was placed on the approved permit. Thus, it appears there was no intent to circumvent the zoning code requirements, and the encroachments occurred inadvertently. The applicant states that it used the third party review system in obtaining the building permit for the foundation, and built in accordance with the approved plan. Further, the DPP inspected the foundation and/or structure and did not detect the encroachments on several occasions, allowing the construction to continue to its current stage. Given the amount of completed construction, there is no simple "engineering solution" to correct the encroachments. As explained above, to remedy the problem, the applicant would probably have to demolish most, if not all, of the existing structure, then redesign and reconstruct it. The proposal is not due to the general conditions of the neighborhood, and it does not draw the reasonableness of the zoning into question.

- C. The Director may grant a variance upon the grounds of unnecessary hardship if the record shows that (3) the request, if approved, will not alter the essential character of the neighborhood nor be contrary to the intent and purpose of the zoning ordinance. The proposal will not alter the essential character of the neighborhood. The area is generally developed with multi-family dwellings, which is a permitted principal use in the A-2 District. The proposal will provide 44 additional, moderately priced dwelling units, needed within the urban core. It appears that some portions of the structure must encroach into the required yard in order to provide the required off-street parking. The yard encroachments would be visually softened by the on-deck landscaping. The parking structure could be compared to a six- to seven-foot high retaining wall that contains fill with a landscaping area on top. As mentioned above, the LUO provisions for optional yard area suggests that parking structures may be allowed in yards under certain circumstances. The proposal does not meet all of the criteria for optional yard siting, but it is not contrary to the purpose of the zoning ordinance. For example, the height of the parking structure exceeds the ordinary four-foot maximum, but the additional height is not excessive, since it is comparable to other structures which are allowed within required yards. The proposal will not significantly affect the open space, light and air of neighboring lots, and no other adverse impacts are anticipated.

#### IV. CONCLUSIONS OF LAW

The Director hereby makes the following Conclusions of Law:

- A. There is evidence that the applicant would be deprived of a reasonable use of the land or building if the provisions of the zoning code were strictly applied.
- B. The request of the applicant is due to unique circumstances and not to general neighborhood conditions, and it does not question the reasonableness of the neighborhood zoning.
- C. The request will not alter the essential character of the neighborhood nor be contrary to the intent and purpose of the zoning ordinance.

#### V. DECISION AND ORDER

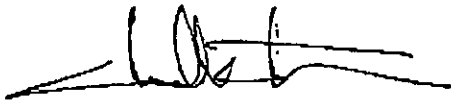
Pursuant to the foregoing Findings of Fact and Conclusions of Law, the Director of the Department of Planning and Permitting hereby APPROVES the application to allow (retain) a parking structure for a multi-family dwelling to encroach into the required front and side yards, and to allow an 8.5 x 12-foot off-street loading space in lieu of a 12 x 35-foot off-street loading space, subject to the following conditions:

- A. Within 120 days from the date of this Order, the applicant shall obtain a new or revised building permit for the parking structure and/or building as built (in accordance with the approved variance plans).

- B. 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 14th day of September, 2009.

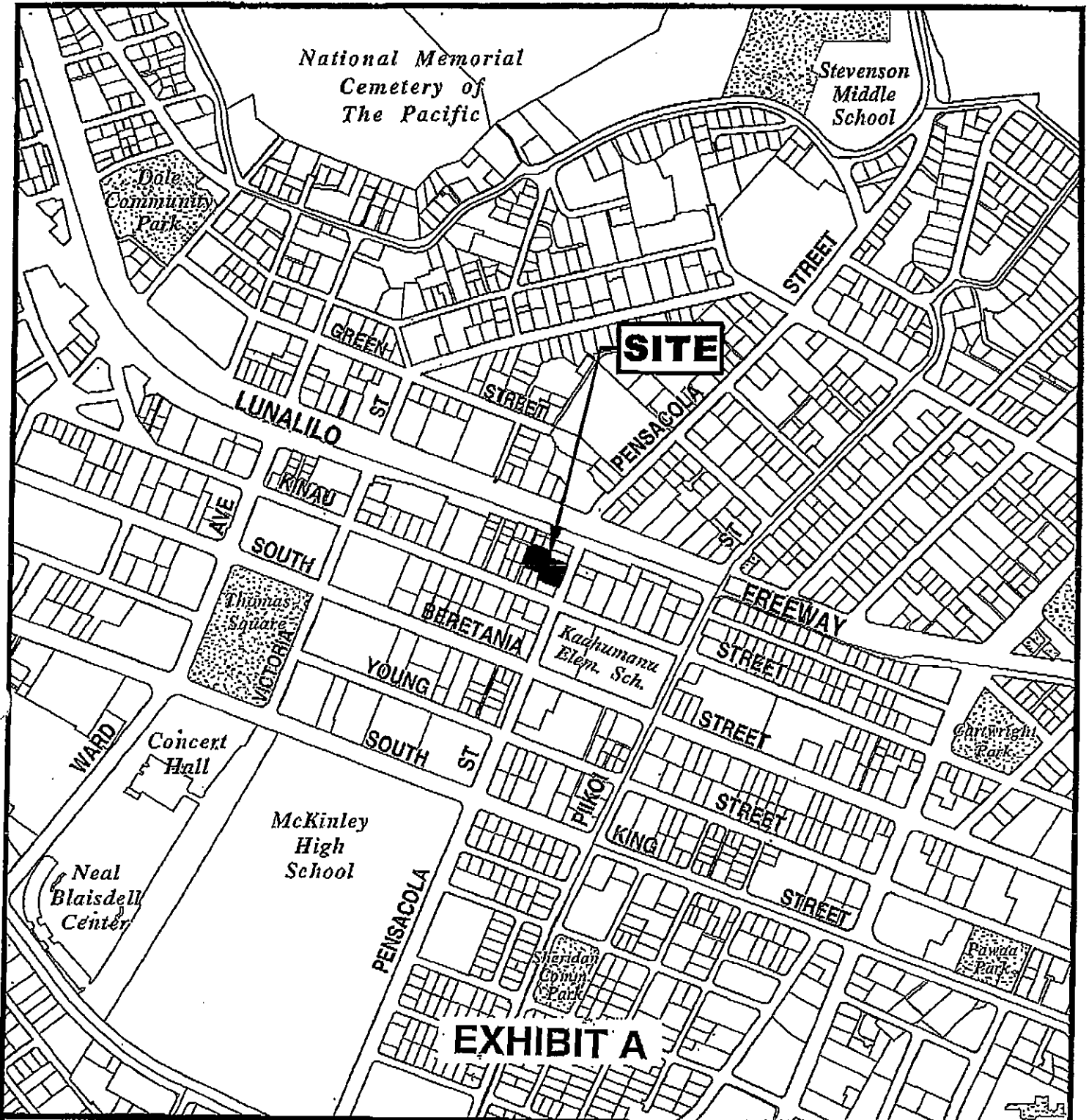
Department of Planning and Permitting  
City and County of Honolulu  
State of Hawaii

By   
\_\_\_\_\_  
David K. Tanoue, Director

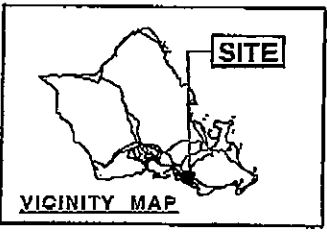
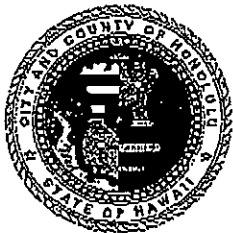
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Encls.

Chelsea.d&o



**EXHIBIT A**



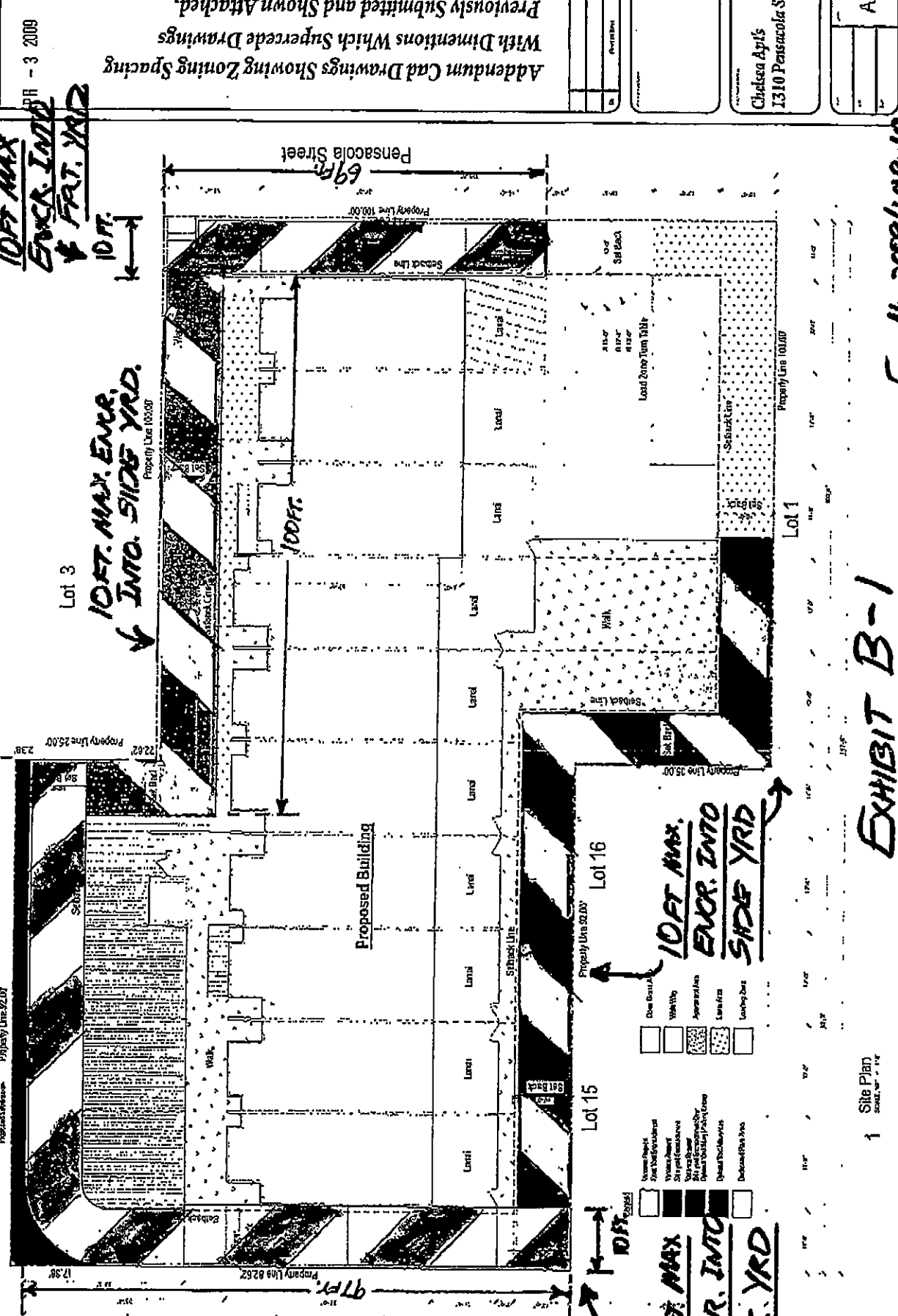
# LOCATION MAP

## Makiki

FOLDER NO: 2009/VAR - 10  
 TAX MAP KEY(S): 2 - 4 - 13 : 21 and 24  
 Date Prepared: March 2009

**Lot B Court (Mauka)**

**Lot 3**



10 FT. MAX.  
ENCR. INTO  
FRNT. YARD

10 FT. MAX. ENCR.  
INTO SIDE YARD.

10 FT. MAX.  
ENCR. INTO  
SIDE YARD

10 FT. MAX.  
ENCR. INTO  
FRNT. YARD

Addendum Cad Drawings Showing Zoning Spacing  
With Dimensions Which Supersede Drawings  
Previously Submitted and Shown Attached.

PH - 3 2009

Chelsea Apt's  
1310 Pensacola St.

A.3a

FILE No 2009/VAR-10

EXHIBIT B-1

1 Site Plan

- Drive Gravel
- Walk
- Asphalt
- Lawn Area
- Landscaping
- None
- Stone
- Brick
- Concrete
- Deck
- Pool
- Other

Sheet	Number	Date

REC-111  
 APP - 3 2009  
 DEPT. OF PLANNING AND PERMITTING  
 500 S. MIAMI ST. - HOVOLI, FL 33133

Addendum Cad Drawings Showing Zoning Spacing  
 With Dimensions Which Supersede Drawings  
 Previously Submitted and Shown Attached.

- MANUFACTURED HOUSING
- RESIDENTIAL
- COMMERCIAL
- INDUSTRIAL
- OFFICE
- RETAIL
- RESTAURANT
- ENTERTAINMENT
- RECREATION
- TRAVEL
- TRANSPORTATION
- UTILITY
- OTHER

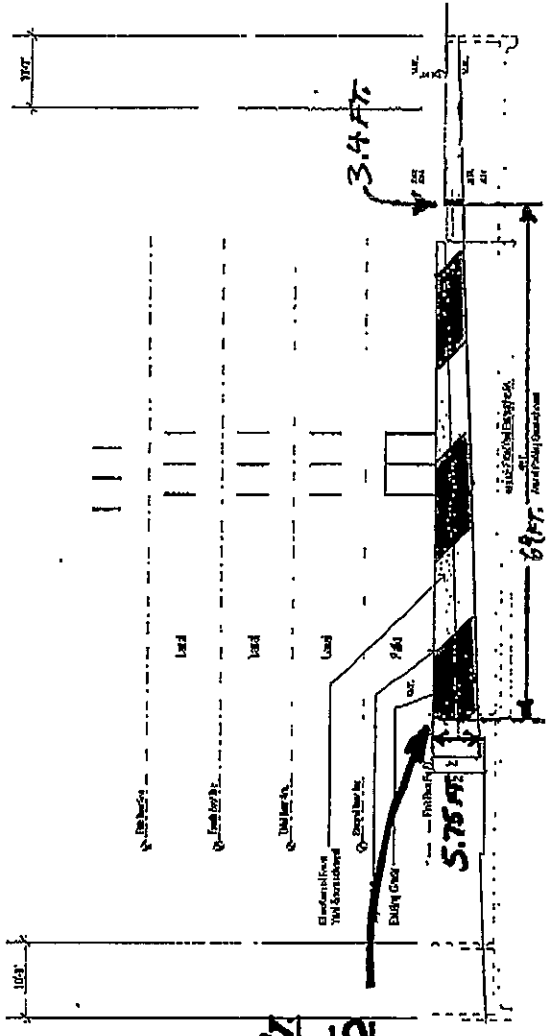


EXHIBIT B-2

(1) PENSACOLA ELEVATION

5.75 FT. MAX. HT.  
 OF ENCR. IN  
 REG. FRT. YRD

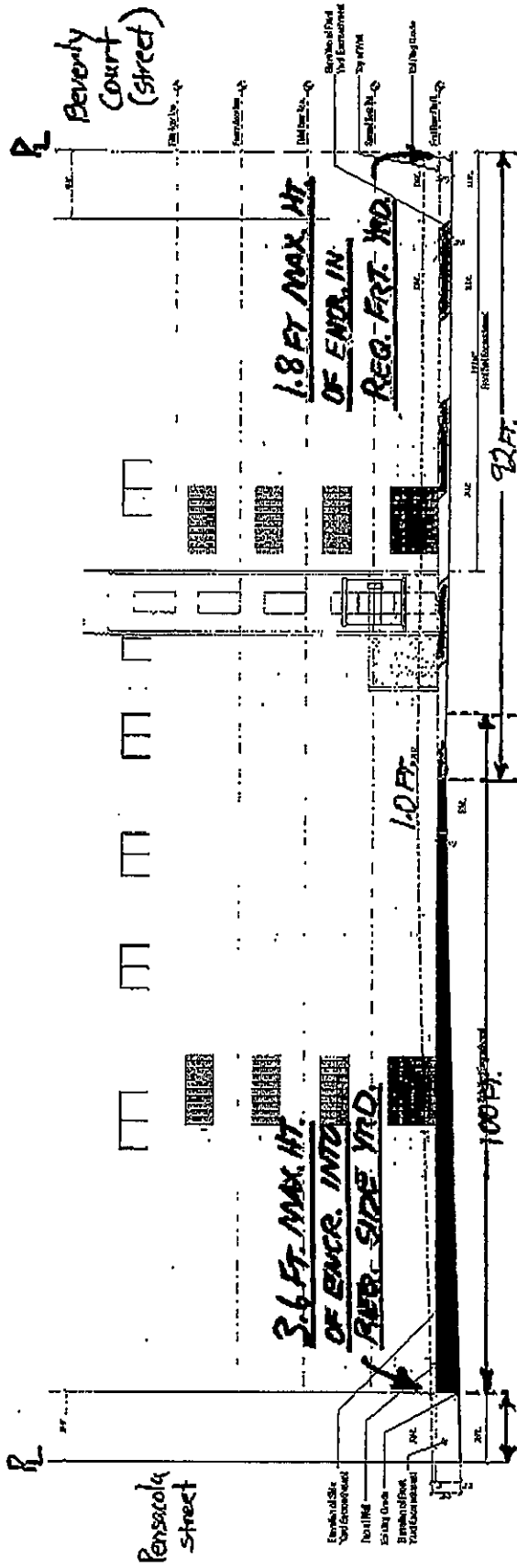


EXHIBIT B-3

(2) MALUKA SIDE ELEVATION

3.6 FT. MAX. HT.  
 OF ENCR. INTO  
 REG. SIDE YRD.

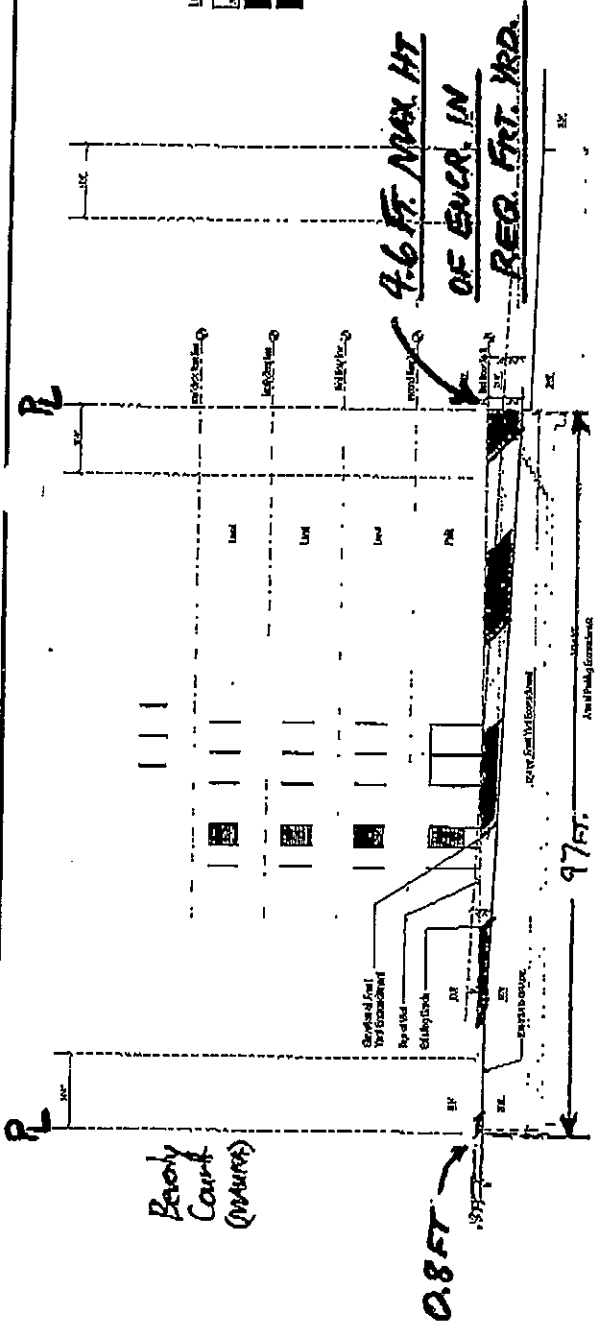
1.8 FT. MAX. HT.  
 OF ENCR. IN  
 REG. FRT. YRD.

10 FT.  
 FRT. YRD

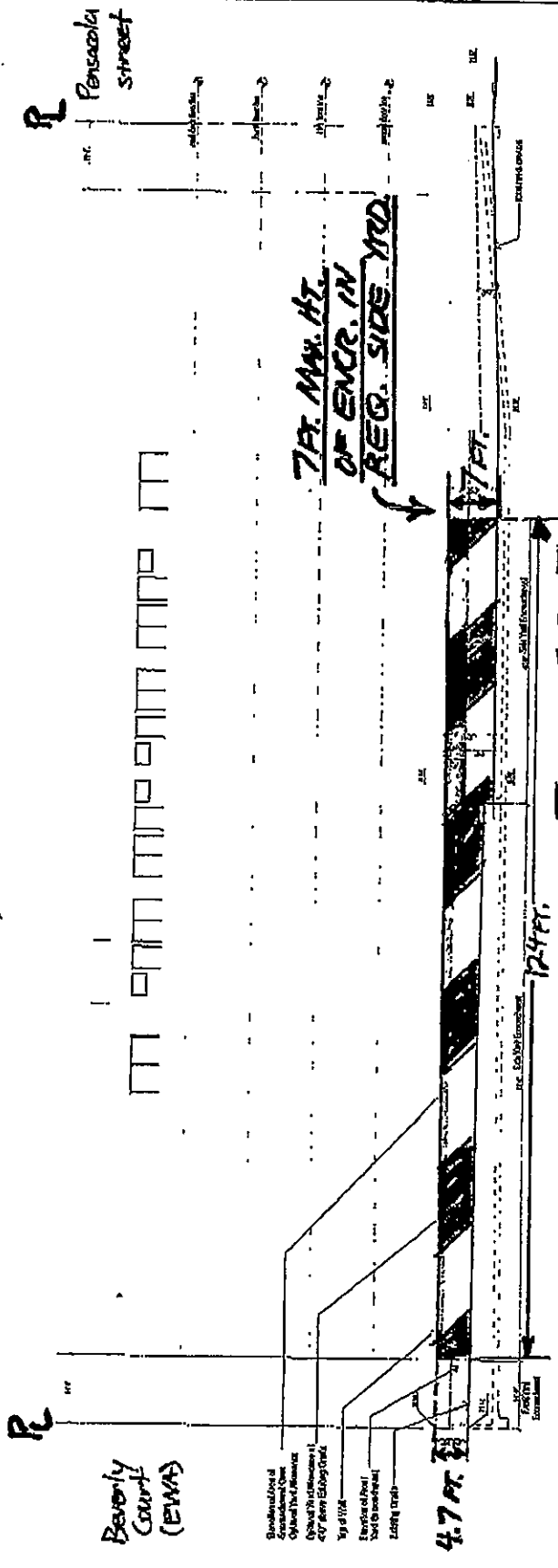
FILE NO: 2009/MAR-10

Chelsea Apts  
 1310 Pensacola St

A.1a



(1) BEVERLY COURT ELEVATION (EWMS) EXHIBIT B-4



(2) MAKAJ SIDE ELEVATION (EWMS) EXHIBIT B-5

Addendum Cad Drawings Showing Zoning Spacing  
 With Dimensions Which Supersede Drawings  
 Previously Submitted and Shown Attached.

NO.	DESCRIPTION	DATE

Chelsea Apt's  
 1310 Pensacola St.

A.1b

Pensacola Street

Beverly Court (EWMS)

Makaj Side Elevation (EWMS)

4.7 FT.



PRELIMINARY MAP 08 AUG 13 PH 3:12

MAP SHOWING

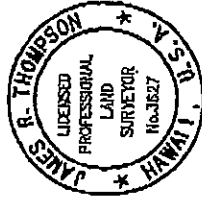
CONSOLIDATION OF LOT 2

PORTION GRANT 3298 TO EDWARD EVERETT AND LOTS 11 AND 12, FILE PLAN 138 AND RESUBDIVED INTO LOTS A AND B AT MAKIKI, HONOLULU, OAHU, HAWAII

SCALE: 1 IN. = 40 FT.

AUGUST 13, 2008 WALTER P. THOMPSON, INC.

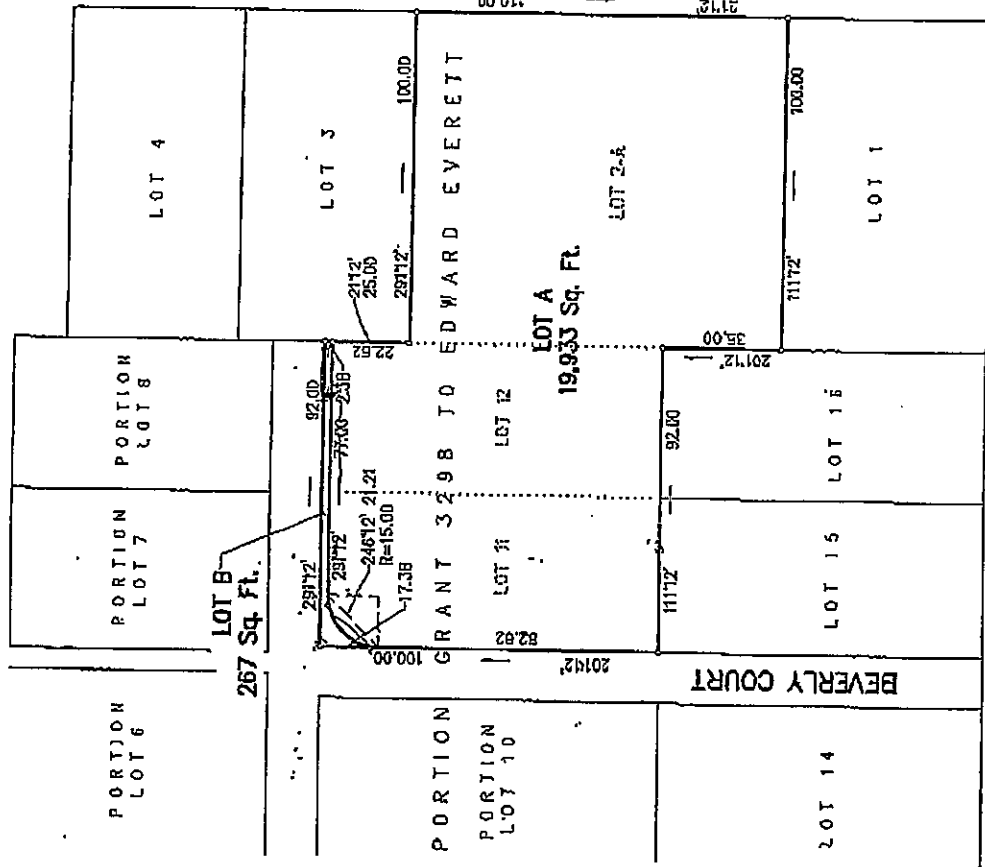
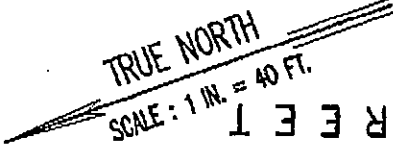
FILE COPY DO NOT REMOVE FILE NO. 2008/015-91



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION

Signature of James R. Thompson

OWNER: PENSACOLA CHELSEA BUILDING, LLC



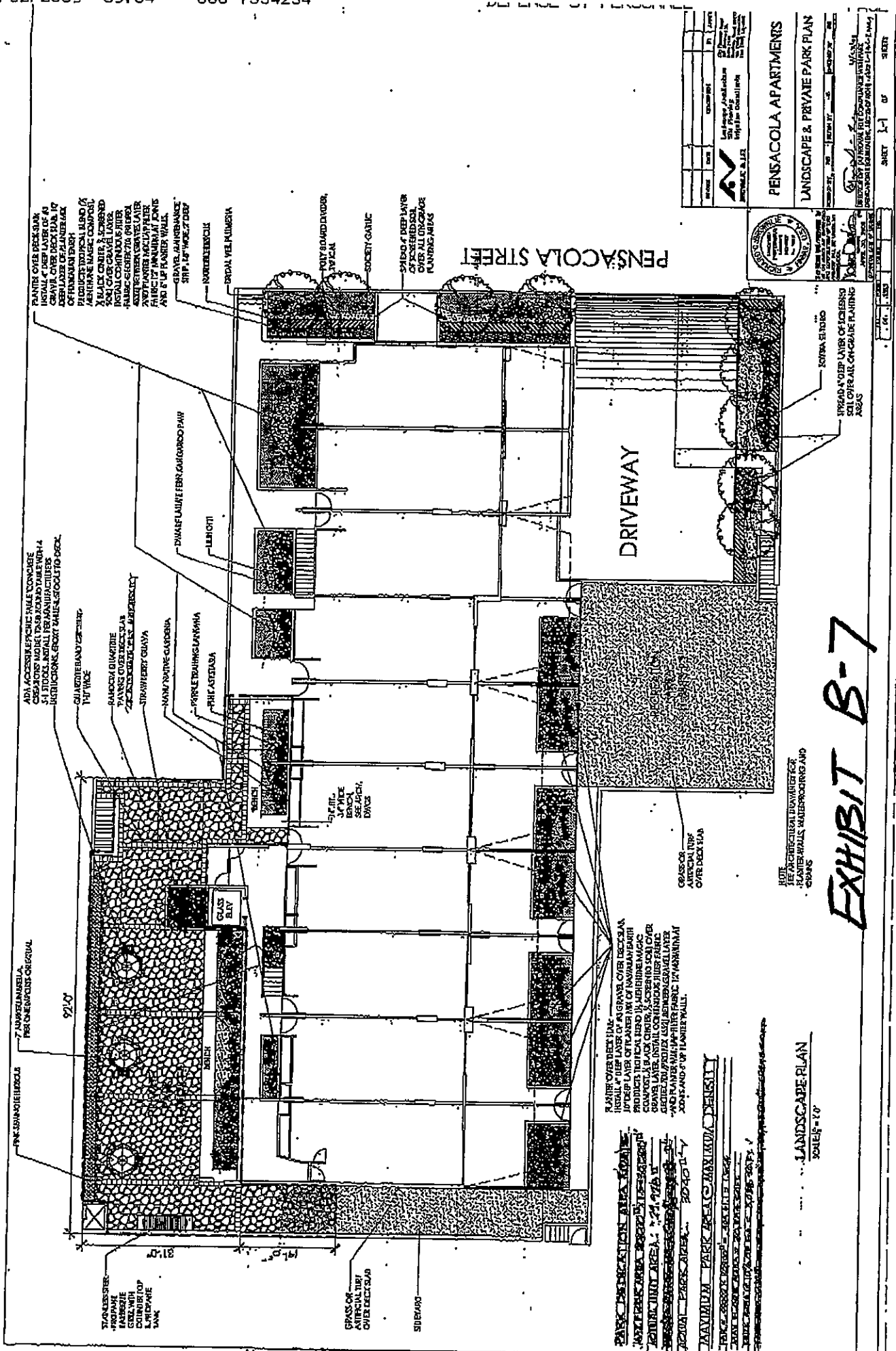
PENSACOLA STREET KINAU STREET

EXHIBIT B-6

NOTE: LOT B FOR ROADWAY PURPOSES

TAX MAP KEY: 2 - 4 - 13: 21 AND 24

FILE No: 2009/VAR-10 10" x 15" = 1.04 Sq.Ft.



ADA ACCESSIBLE SPINNING TABLE CONCRETE CRESTS MUST MEET THE FOLLOWING: VIBRA-TECH, INSTALLED PER MANUFACTURER'S RECOMMENDATION, 1/4\"/>

PLANTS OVER DECK FLOOR: CONCRETE CRESTS MUST MEET THE FOLLOWING: VIBRA-TECH, INSTALLED PER MANUFACTURER'S RECOMMENDATION, 1/4\"/>

ADA ACCESSIBLE SPINNING TABLE CONCRETE CRESTS MUST MEET THE FOLLOWING: VIBRA-TECH, INSTALLED PER MANUFACTURER'S RECOMMENDATION, 1/4\"/>

ADA ACCESSIBLE SPINNING TABLE CONCRETE CRESTS MUST MEET THE FOLLOWING: VIBRA-TECH, INSTALLED PER MANUFACTURER'S RECOMMENDATION, 1/4\"/>

ADA ACCESSIBLE SPINNING TABLE CONCRETE CRESTS MUST MEET THE FOLLOWING: VIBRA-TECH, INSTALLED PER MANUFACTURER'S RECOMMENDATION, 1/4\"/>

ADA ACCESSIBLE SPINNING TABLE CONCRETE CRESTS MUST MEET THE FOLLOWING: VIBRA-TECH, INSTALLED PER MANUFACTURER'S RECOMMENDATION, 1/4\"/>

PROJECT NO.	20091100
DATE	11/11/09
PROJECT NAME	PENSACOLA APARTMENTS
CLIENT	LANSCAPE & PRIVATE PARK PLAN
DESIGNER	LANSCAPE & PRIVATE PARK PLAN
SCALE	AS SHOWN
SHEET NO.	1-1
TOTAL SHEETS	1

**EXHIBIT B-7**

FILE NO.: 20091100

EXHIBIT "B"