

# IMPORTANT - - Read This Developer Prepared Report Before Buying

This Report Is Not a Commission Approval or Disapproval of This Condominium Project

SECOND AMENDED

## DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	NEW CAMP AT KAHUKU VILLAGE
Project Address	56-419 Kamehameha Highway Kahuku, Hawaii 96731
Registration Number	7288 (Partial Conversion)
Effective Date of Report	<b>December 19, 2017</b>
Developer(s)	Continental Pacific, 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 - - Significant Matters

[Use this page for special or significant matters which should be brought to the purchaser's attention. At minimum "Subject Headings" and page numbers where the subject is explained more may be used.]

**The developer's inclusion of a disclosure or an explanation of any or all of the following applicable significant matters in this part of the developer's public report shall not be construed to constitute the Commission's:**

- **Approval or disapproval of the project;**
- **Representation that the developer has fully or adequately disclosed either all material facts or all pertinent changes, or both, concerning the project;**
- **Representation that the developer's disclosures of other material facts elsewhere in this report is less important; or**
- **Judgment of the value or merits of the project.**

**The commission reserves the right to request that the developer include these special and significant matters elsewhere in the developer's public report.**

### BACKGROUND OF PROJECT

The NEW CAMP AT KAHUKU VILLAGE condominium project (the "Project") is located in Kahuku, on the north shore of Oahu, on land previously used for housing for plantation workers. The units in the Project are for residential use, except for one unit (Unit Rainbow School) which is currently being used as a school.

Originally, all of the fifty-two (52) units in the the Project consisted of spatial units, with some of the spatial units containing existing structures within the spatial boundaries and other spatial units being vacant land areas. The original fifty-two (52) units are covered by a Developer's Public Report for which an effective date was issued on November 1, 2012.

A portion of the Project is located within an area designated as an AE floodway zone on flood insurance rate maps prepared by the Federal Emergency Management Agency. Zone AE are areas that have a 1% probability of flooding every year and where predicted floodwater elevations above mean sea level have been established. Properties in zone AE areas are considered to be at high risk of flooding under the National Flood Insurance Program. This area of the Project is referred to as the "Floodway" in this Public Report, the Declaration, the Condominium Map, and other documents pertaining to the Project. When the Project was initially created, most of the Floodway, including the structures within the Floodway, was designated as a limited common element appurtenant to Unit NC-459.

Subsequently, pursuant to that certain Second Amendment to Declaration of Condominium Property Regime, dated March 17, 2014 (the "Second Amendment"), and recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. A-52540999, the layout of the Project was redesigned. Rather than having all fifty-two (52) units being represented by spatial units (with some of those units containing physical structures), the Project was redesigned to have twenty-six (26) units being represented by existing structures and twenty-six (26) units being represented by vacant land spatial units. An amended Condominium Map was filed concurrently with the recording of the Second Amendment. These changes, among others, are covered by an Amended Developer's Public Report for which an effective date was issued on May 27, 2014.

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Later, pursuant to the Developer's reserved rights under the Declaration, as amended, the Developer caused the land underlying the Project (Lot 967) to be consolidated with certain other real property and resubdivided into new lots, one of them being Lot 967-A, consisting of approximately 34.287 acres. Developer then amended the Declaration and the Condominium Map to reflect that the land submitted to the Condominium Property Regime consists of the fee simple parcel of land known as Lot 967-A. As a result of the subdivision, the Tax Map Key number for the Project changed from (1) 5-6-002-027 to (1) 5-6-002-051. In addition, the Developer, pursuant to Developer's reserved rights under the Declaration, caused the limited common element Floodway for Unit NC-459 to be split into one modified limited common element Floodway for Unit NC-459 and a second limited common element Floodway for Unit NC-42. These changes, among others, are set forth in that certain Third Amendment to Declaration of Condominium Property Regime and Amendment to Condominium Map (the "Third Amendment"), dated April 7, 2017, and recorded in the Bureau as Document No. A-63160589. An amended site map for the Condominium Map was filed concurrently with the recording of the Third Amendment, and a corrected amended site map was subsequently filed.

Since the Project was initially established, the Developer has replaced the remaining unsold spatial units with physical dwelling structures that have been constructed, or will be constructed in accordance with plans filed with the Department of Planning and Permitting, City and County of Honolulu ("DPP"), within those units' appurtenant limited common land areas. The Developer has also repaired some of the old original existing structures, or replaced some of the old original existing structures with new dwelling structures. As of the effective date of this Second Amended Developer's Public Report, there is only one (1) remaining spatial unit left in the Project, which is Unit NC-371, and which Unit was sold by the Developer as a vacant land area.

Furthermore, since the establishment of the Project, some of the original spatial units have been sold and the purchasers of those units have replaced those spatial units with physical dwelling structures in accordance with the Project's Declaration and Design Guidelines. Accordingly, as of the effective date of this Second Amended Developer's Public Report, with the exception of Unit NC-371, either the Developer or the purchasers of the initial spatial units, have replaced those spatial units with physical dwelling structures that have been constructed, or will be constructed in accordance with plans filed with the DPP.

The replacement of the spatial units with physical dwelling structures (with the exception of NC-371) is reflected in that certain Amended and Restated Declaration of Condominium Property Regime (the "Restated Declaration"), dated December 5, 2017, and recorded in the Bureau as Document No. A-65610521, and on that certain amended and restated Condominium Map, filed concurrently with that certain Amended and Restated Condominium Map dated December 5, 2017, and recorded in the Bureau as Document No. A-65610520 (the "Amended Condominium Map"). The Restated Declaration and Amended Condominium Map also reflect that the limited common element Floodway area previously assigned to Unit NC-459 (as discussed above) has now been assigned to Unit NC-42. Accordingly, as of the effective date of this Second Amended Developer's Public Report, Unit NC-42 has two (2) appurtenant limited common element Floodway areas shown on the Amended Condominium Map as "Limited Common Element Floodway 1 for Unit NC-42" and "Limited Common Element Floodway 2 for Unit NC-42".

Furthermore, concurrently with the recording of the Restated Declaration and the filing of the amended and restated Condominium Map, the Developer also amended and restated the Project's Bylaws pursuant to that certain Amended and Restated Bylaws of the Association of Unit Owners dated December 5, 2017, and recorded in the Bureau as Document No. A-65610522.

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I. SUMMARY OF CHANGES FROM AMENDED DEVELOPER'S PUBLIC REPORT (EFFECTIVE DATE MAY 27, 2014) AND AMENDMENT 1 TO THE AMENDED DEVELOPER'S PUBLIC REPORT (EFFECTIVE DATE DECEMBER 15, 2015).

Since the issuance of the Amended Developer's Public Report, effective date May 27, 2014, and Amendment 1 to the Amended Developer's Public Report, effective date December 15, 2015 (collectively, the "Public Report"), the following changes have occurred:

A. Amendment of Declaration and Condominium Map.

(1) Consolidation and Resubdivision of Real Property Resulting in Change of Underlying Land and New Tax Map Key Number.

Pursuant to the Developer's reserved rights under the Declaration, as amended, the Developer caused the land underlying the Project (Lot 967) to be consolidated with certain other real property and resubdivided into new lots, one of them being Lot 967-A, consisting of approximately 34.287 acres, and Developer amended the Declaration and the Condominium Map to reflect that the land submitted to the Condominium Property Regime is the fee simple parcel of land known as Lot 967-A. The consolidation and resubdivision was approved by the DPP as reflected in its letter dated November 9, 2016, as a Minor Modification to the Existing User Permit ("EUP") No. 2009/EU-16. The DPP's letter is attached to this Public Report as part of Exhibit "F". The consolidation and resubdivision also caused the Tax Map Key number for the Project to change from (1) 5-6-002-027 to (1) 5-6-002-051.

(2) Division and Reassignment of Limited Common Element Floodway.

Pursuant to the Developer's reserved rights under the Declaration, the Developer caused the limited common element Floodway appurtenant to Unit NC-459 to be divided into two separate limited common element areas and reassigned as a modified limited common element Floodway appurtenant to Unit NC-459 and as a new limited common element Floodway appurtenant to Unit NC-42. The limited common element Floodway appurtenant to Unit NC-459 has since been assigned to Unit NC-42 so that Unit NC-42 now has two (2) limited common element Floodway areas.

The changes noted in items I.A(1) and (2) above, among others, are set forth in the Third Amendment and Restated Declaration, and are reflected in the amended and restated Condominium Map filed in connection with the recording of the Restated Declaration.

(3) Replacement of Spatial Units with Physical Dwelling Structures.

Twenty-five (25) of the initial spatial units have been replaced with physical dwelling structures that either have been constructed, or will be constructed in accordance with plans filed with the DPP. In addition, some of the older existing structures have been repaired and/or replaced. As of the effective date of this Second Amended Developer's Public Report, there is only one (1) remaining spatial unit (i.e., NC-371). These changes are set forth the Restated Declaration and in the amended and restated Condominium Map filed in connection with the recording of the Restated Declaration.

B. Updated Title Report. Developer has obtained an undated title report.

C. Real Estate Brokers. Developer has terminated the services of two of the four Real Estate Brokers previously retained. Listing Agreements for the two remaining Real Estate Brokers are on file with the Real Estate Commission.

D. Attorney. Developer has changed attorney.

E. Contractor. Developer has changed contractor.

F. Archaeological Monitoring Plan. In connection with the aforementioned consolidation and resubdivision, the Developer submitted to the State Historic Preservation Division ("SHPD") an archaeological monitoring report ("AMR") to document all ground disturbing work. Pursuant to the AMR, every unit owner is required to retain a qualified archaeological monitor for any ground disturbing work within that owner's limited common element area. See new Exhibit "J" for additional information.

G. Water Agreement dated December 19, 2016, entered into by and between the Developer and the City and County of Honolulu. A copy of the Agreement is on file with the Real Estate Commission and a copy is also available from the Developer.

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## II. SUMMARY OF CHANGES TO PAGES AND EXHIBITS OF THIS PUBLIC REPORT.

As a result of the changes outlined above, the following pages and exhibits of this Public Report have changed:

- A. Pages 1a through 1l have been revised to reflect the events set forth in Section I above.
- B. Page (ii) has been revised to reflect a new Exhibit J.
- C. Page 3, Section 1.1 has been revised to reflect the new tax map key number and revised land area, and Section 1.2 has been revised to reflect the current number of new and converted buildings.
- D. Page 4, Section 1.5 has been revised to reflect the current number of new and converted buildings, and Section 1.6 has been revised to reflect the addition of Exhibit C-2 to the Declaration.
- E. Page 5 Section 1.12 has been revised to reflect the updated title report.
- F. Page 6, Section 1.13 has been revised to reflect replacement of spatial units with physical dwelling structures.
- G. Page 9, Section 2.2 has been revised to reflect the current Real Estate Brokers, and Section 2.6 has been revised to reflect that Developer has selected Clay Chapman Iwamura Pulice & Nervell to act as the attorney for Developer.
- H. Page 10, Sections 3.1, 3.2 and 3.3 have been revised to reflect the recording information for the Third Amendment, the Restated Declaration, the amended and restated Condominium Map, and the amended Bylaws.
- I. Page 11, Section 3.6 has been revised to reflect the change regarding the limited common element Floodways for Units NC-42 and NC-459 and to clarify the Developer's Reserved Rights.
- J. Page 14, Section 5.5 has been revised to reflect the change in the status of construction and deadlines, and Section 5.6.1 has been revised to reflect that purchaser deposits will not be disbursed before closing or conveyance.
- K. Pages 19 through 19c have been revised to reflect the events set forth in Section I above.
- L. Exhibit "A" has been revised to reflect the events set forth in Section I above.
- M. Exhibit "B" has been revised to reflect the change in the limited common elements appurtenant to Units NC-42 and NC-459.
- O. Exhibit "C" has been revised to reflect the recording of the Third Amendment to the Declaration and the Water Agreement dated December 19, 2016, entered into by and between the Developer and the City and County of Honolulu, and to reflect the current legal description and state of encumbrances against the title to the land as set forth in the updated title report.

P. Exhibit "F" has been revised to add the DPP's letter dated November 9, 2016 (Minor Modification to Existing User Permit 2009/EU-16).

Q. A new Exhibit "J" has been added to include the letter dated June 30, 2017 from the State Historic Preservation Division of the Department of Land and Natural Resources of the State of Hawaii.

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THIS SECOND AMENDED DEVELOPER'S PUBLIC REPORT SUPERSEDES THE ORIGINAL DEVELOPER'S PUBLIC REPORT (FOR WHICH AN EFFECTIVE DATE WAS ISSUED ON NOVEMBER 1, 2012) AND THE AMENDED DEVELOPER'S PUBLIC REPORT, AS AMENDED BY THAT AMENDMENT 1 TO AMENDED DEVELOPER'S PUBLIC REPORT (FOR WHICH EFFECTIVE DATES WERE ISSUED ON MAY 27, 2014 AND DECEMBER 15, 2015, RESPECTIVELY), AND COMPLETELY AMENDS AND RESTATES THE PREVIOUS DEVELOPER'S PUBLIC REPORTS, AS AMENDED, AS FOLLOWS:

1. This Public Report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all county codes, ordinances and subdivision requirements have necessarily been complied with.

2. This Project does not involve the sale of individual subdivided lots. The land area beneath and immediately adjacent to each unit as shown on the Condominium Map is designated as a limited common element and does not represent a legally subdivided lot. The lines of the Condominium Map merely represent the approximate location of the limited common element land areas appurtenant to each unit.

3. OVERVIEW OF THE PROJECT.

A. COMMUNITY ASSOCIATION. The Project is part of the Kahuku Village at Makahoa Point community association (the "Master Association") and is subject to the Declaration of Covenants, Conditions and Restrictions dated June 25, 2012, recorded in the Bureau of Conveyances as Document No. A-45690301, as amended by instruments dated September 5, 2012, recorded as Document No. A-46330732, dated January 7, 2015, recorded as Document No. A-54910111, dated October 4, 2016, recorded as Document No. A-61480857, dated December 15, 2016, recorded as Document No. A-62220727, and dated December 5, 2017, recorded as Document No. A-65610519. Copies of these documents will be delivered to prospective purchaser pursuant to Section 5.7 on page 17 herein. Kahuku Village at Makahoa Point is a community association that encompasses the Project and two (2) additional, yet-to-be developed adjacent properties, which may be developed into additional condominium projects. This Project and the future projects will share common roadways and a privately owned water system. A single water meter serves the Master Association and individual water submeters have or will be installed for each unit in the Project and for the two (2) additional properties, when developed. The water system is currently owned by the Developer but may at some time in the future be transferred to the Master Association. The Master Association will provide for the charges associated with maintaining the shared roadways and water system so that maintenance costs are borne equally by the three condominium projects. The Master Association fees will be a monthly expense in addition to the unit owners' association fees for their respective project. Each respective condominium project will be entitled to one (1) vote for all Master Association matters. All unit owners will automatically become members of the Master Association upon the acquisition of title to a unit within a condominium project which is part of the Master Association.

B. FLOODWAY. A portion of the Project is located within an area designated as an AE floodway zone on flood insurance rate maps prepared by the Federal Emergency Management Agency as shown on the Condominium Map. Zone AE are areas that have a 1% probability of flooding every year and where predicted floodwater elevations above mean sea level have been established. Properties in zone AE areas are considered to be at high risk of flooding under the National Flood Insurance Program. This area is referred to as the "Floodway" in this Public Report, the Declaration, the Condominium Map, and other documents pertaining to the Project. Portions of the Floodway have been designated as: (1) "Floodway 1" as a limited common element appurtenant to Unit NC-42, (2) "Floodway 2" as a limited common element appurtenant to Unit NC-42, and (3) a common element known as "Common Element 1", as more particularly shown on the Condominium Map. Portions of the limited common element area for Unit HM-366 are also in the Floodway. Disclosure is hereby made that the location of the property within the Floodway area may affect a potential purchaser or unit owner's rights and use of the property, including but not limited to requiring additional insurance, building requirements and/or structural setbacks.



Property located in the "Floodway 1" is also subject to the covenants and conditions of Existing Use Permit 2009/EU 16, as modified, and described below and in Exhibit "F" attached hereto. Potential purchasers and unit owners, especially those units with limited common element areas within or near the Floodway, are advised to carefully review the floodway maps and to consult with their individual professional experts/advisors (including but not limited to attorneys, insurance agents, lender/ mortgage brokers, architect/engineers) and the appropriate governmental officials to determine the impact of this designation on the property. Developer disclaims all warranties with respect to the impact of the property located within or adjacent to the Floodway.

C. EXISTING USE PERMIT AND MINOR MODIFICATIONS.

(1) EXISTING USE PERMIT. On December 21, 2009, an Existing Use Permit (2009/EU-16) was granted by the City and County of Honolulu, to allow the continued existence of the 51 residential dwellings existing within the Project at that time. The EUP allows: (a) the continued use, repair, alteration, expansion, relocation or reconstruction of 26 dwellings located outside of the Floodway area described above; (b) the continued use and repair of the existing 25 dwellings located within the Floodway area, and (c) the relocation of all dwellings within the Floodway by December 31, 2015.

(2) MINOR MODIFICATIONS.

(a) On March 6, 2013, the City granted a Minor Modification to the Existing Use Permit to recognize the 25 dwellings within the Floodway as employee housing and part of a "plantation community subdivision" [as defined in HRS Section 205-4.5(a)(12)] and removed the requirement that the 25 dwellings in the Floodway (the "Floodway Structures") be relocated by December 31, 2015. Collectively the Existing Use Permit and the Minor Modification are referred to as the "EUP".

Of the 25 structures originally located within the "Floodway 1", 6 structures within the limited common element Floodway appurtenant to Unit NC-42 have since been demolished. Accordingly, at the present time, 18 structures remain within the limited common element Floodway appurtenant to Unit NC-42, and will be managed and maintained by the owner of Unit NC-42. Unit NC-42's owner will be responsible for removing the 18 Floodway Structures as and when required by the EUP. Although the structures in the Floodway will continue to be used as residences and part of a "plantation community", the residents of these structures will be required to comply with the Association's governing documents and the owner of Unit NC-42 will be responsible for enforcing compliance as provided in the Association's documents. One (1) structure is located within the Floodway area designated as Common Element 1 and is being leased on a month-to-month basis. The Developer is currently managing this rental unit on behalf of the Association but will eventually turn over the management of this rental unit to the Association's Board. When the management of this rental unit is turned over to the Board, the Developer will transfer the sum of \$10,000 to the Association for the removal of said structure on Common Element 1, when such removal is required pursuant to the EUP. Pursuant to the EUP, these 19 structures (18 structures within the limited common element Floodway appurtenant to Unit NC-42 and 1 structure within Common Element 1) may remain in the Floodway area until December 31, 2040, or the current lessee's death or vacating the structure, whichever occurs first.

(b) On November 9, 2016, the City granted a Minor Modification to the Existing Use Permit to consolidate and resubdivide portions of the zoning lot of the EUP to reconfigure the Kahuku Golf Course lot for conveyance to the City and County of Honolulu. As a result of the subdivision, the lot areas and boundaries were modified. These modifications were included in the Third Amendment and the Restated Declaration, and are reflected in the amended and restated Condominium Map filed in connection with the recording of the Restated Declaration.

(3) ADDITIONAL DISCLOSURES RE: FLOODWAY AND FLOODWAY STRUCTURES:

(a) Until they are removed, the 18 Floodway Structures appurtenant to Unit NC-42 are limited common elements appurtenant to Unit NC-42 and are not being offered for sale as

individual units in the Project. A description of the living area for each of these 18 Floodway Structures is included in the Declaration, Exhibit B, page 2, and shown on the plans filed with the Condominium Map.

(b) The occupants of the 18 Floodway Structures appurtenant to Unit NC-42 are former sugar plantation employees and their families and are deemed to be tenants of the owner of Unit NC-42. The occupants of the 18 Floodway Structures are not members of the Association, do not have voting rights, and do not pay maintenance fees. Association fees, such as maintenance fees and Master Association fees are paid by the owner of Unit NC-42 based on its percentage of common interest. Real property taxes may also be assessed to Unit NC-42 based on its percentage of common interest and may include the 18 Floodway Structures as part of the improvements for that Unit.

(c) The owner of any unit containing a Floodway Structure is ultimately responsible for removing that structure when required by the EUP. Thus, the owner of Unit NC-42 is responsible for removing the 18 Floodway Structures when such removal is required by the EUP.

(4) COMPLIANCE. Each unit owner, by acquiring or accepting the ownership of a Unit or any other interest in the Project or any Unit, whether by conveyance or by operation of law, agrees to abide by and comply with the Association's governing documents which includes the EUP, and any amendments or modifications thereof, the Declaration, Bylaws, House Rules, Chapter 514B, Hawaii Revised Statutes (herein called the "Act"), and any amendments thereto. As provided in the Project documents, each owner, including the owner of Unit NC-42, is responsible for ensuring that his or her tenants comply with the Association's governing documents. Disclosure is hereby made that if an owner fails to comply with the requirements of the Project documents, including the EUP, then the Association may be responsible for bringing the owner into compliance and the Association, acting through its Board, may take any action allowed by the Association's governing documents or the Act, to enforce compliance, including, for example, placing a lien against the noncompliant owner's unit. Copies of the Existing Use Permit and the Minor Modification are attached to this Public Report as Exhibit "F", and also to the Project's Declaration, as amended. Potential purchasers are advised to carefully review the EUP and consult with their independent experts/advisors and the appropriate governmental agencies regarding the impact of the EUP on the property and the effect of the restrictions and obligations imposed therein.

D. UNITS. The Project consists of fifty-two (52) units. Originally, all of the fifty-two (52) units in the Project consisted of spatial units, with some of the spatial units containing existing structures within the spatial boundaries and other spatial units being vacant land areas. Pursuant to that Second Amendment to Declaration of Condominium Property Regime, dated March 17, 2014, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-52540999 (the "Second Declaration Amendment"), the fifty-two (52) units were designated as consisting of twenty-six (26) units being represented by existing structures and twenty-six (26) units being represented by spatial units. The existing structures consisted of structures built in the early 1900s, and used for temporary housing for plantation workers. The spatial units were defined as vacant land spatial units.

Since the recording of the Second Declaration Amendment, some of the spatial units have been sold as vacant land areas without any improvements, and, with the exception of Unit NC-371, the purchasers of those units have replaced the spatial units with physical dwelling structures in accordance with the Project's Design Guidelines. Furthermore, the Developer has replaced the remaining unsold spatial units with physical dwelling structures that have been constructed, or will be constructed in accordance with plans filed with the DPP. The Developer has also repaired some of the old original existing structures, or replaced some of the old original existing structures with new dwelling structures. This is all reflected in the Restated Declaration and the amended and restated Condominium Map.

Unit owners are permitted to make alterations and modification to their units in accordance with the Project's Declaration and Design Guidelines. Prospective purchasers are advised to carefully review the Declaration (including but not limited to Article 18) and the Project's Design Guidelines.

E. UNIT RAINBOW SCHOOL. The Unit Rainbow School is a Unit consisting of existing temporary structures currently being used as a privately-owned school. To the best of Developer's knowledge, information and belief, Unit Rainbow School may continue to be operated as such in accordance with and to the extent permitted by law. Disclosure is hereby made that Unit Rainbow School is not considered one of the fifty-one (51) dwelling units subject to the Existing Use Permit, as modified (and described in Exhibit "F" attached hereto). As such, it is unclear whether Unit Rainbow School may be replaced or may continue to be used as a school.

Developer makes no representations and warranties regarding Unit Rainbow School and/or whether the current use can or may be continued in the future regardless of the existence of the temporary structures. Potential purchasers of the Unit Rainbow School are advised to consult with their own independent experts/ advisors and the appropriate governmental agencies regarding this unit, including, but not limited to the current or continued use as a school and the effect, if any, or the removal of the temporary structures. No representation or warranty is made regarding the use of this unit as a school or whether the current temporary structures can be replaced with new structures. Any replacement of the structures must conform with the current zoning and building ordinances and codes.

F. RESTRICTIONS ON THE REPLACEMENT OF A UNIT; DESIGN GUIDELINES. The Project is subject to Existing Use Permit 2009/EU-16, as amended and modified ("EUP"). As stated in the EUP, all dwellings located outside of the Floodway, if rebuilt, must be built in the same general location as depicted on the Condominium Map. Per the EUP, the maximum building area of each unit may not exceed fifty percent (50%) of the limited common element area appurtenant to the unit, and no dwelling shall exceed twice its current square footage or 1,800 square feet, whichever is less; however this restriction does not apply to dwellings which currently exceed 1,800 square feet. The following is a summary of some of the requirements imposed by the EUP and potential purchasers are advised to carefully review the EUP, the appropriate governmental rules and regulations, the Design Guidelines, the Declaration, and any other governing documents for further information and clarification.

If and when a unit owner decides to renovate, remove and/or replace his or her unit, the owner will be required to comply with the Design Guidelines, a copy of which will be delivered to prospective purchaser pursuant to Section 5.7 on page 17 herein. The Design Guidelines contain various restrictions and requirements to ensure that the Project's history, culture and architecture are preserved and are intended to maintain the appearance as a "historic plantation village". The Design Guidelines include restrictions such as regulating architectural characteristics of the project consistent with a "plantation style" design; regulating the color schemes and materials of the units, roofs, etc.; and requiring that the Project's landscaping be maintained as informal and typical of rural residential communities. The Developer has filed applications for building permits for all remaining vacant land spatial units, and each of the physical dwellings will be constructed in accordance with the Project's Design Guidelines.

Before buying a unit in the Project, each prospective purchaser, together with his or her own architect/engineer or professional builder, is urged to carefully review this Public Report, the Design Guidelines, together with the Declaration (as amended), Existing Use Permit 2009/EU-16 and the Minor Modifications (see Exhibit "F" attached hereto), the Archeological Inventory Survey ("AIS") and any archaeological monitoring plan ("AMP") adopted by the State Historic Preservation Division ("SHPD"), the zoning ordinances and building codes, and all other applicable county rules and regulations which may affect the purchaser's proposed or intended use of his or her unit and the renovation, removal and/or replacement of the unit. The Developer disclaims any and all warranties with respect to the purchaser's being able to use the unit for his or her intended purposes.

4. DEVELOPER'S RESERVED RIGHT TO SUBDIVIDE AND WITHDRAW LIMITED COMMON ELEMENT FLOODWAYS FOR UNIT NC-42. Pursuant to Developer's reserved rights under the Declaration, Developer caused the limited common element Floodway for Unit NC-459 to be split into one modified limited common element Floodway area for Unit NC-459 and a second limited common element

Floodway area for Unit NC-42. The limited common element Floodway appurtenant to Unit NC-459 has since been assigned to Unit NC-42 so that Unit NC-42 now has two (2) limited common element Floodway areas. Disclosure is hereby made that the Developer has reserved the right (a) to further consolidate and resubdivide the limited common element Floodway areas for Unit NC-42, and (b) to cause such consolidation and resubdivision to be properly approved, recognized and documented by and in the Land Court, the Bureau, the City and County of Honolulu and any other governmental or quasi-governmental authority, agency, department or office having jurisdiction over the limited common element Floodway areas for Unit NC-42, and (c) to remove, delete or withdraw the limited common element Floodway areas for Unit NC-42 from the Project and the effect of this Declaration, and (d) to amend the Declaration, the Bylaws and any and all other documents to the extent necessary to reflect such consolidation, resubdivision and withdrawal, all without the joinder or consent of any other party.

5. **ARCHAEOLOGICAL INVENTORY SURVEY ("AIS") AND PRESENCE OF IWI KUPUNA.** Disclosure is hereby made that there have been several discoveries of bones or "iwi" in and near the Project. An Archeological Inventory Survey ("AIS") has been completed and is on file with the State of Hawaii Historic Preservation Division ("SHPD"). Furthermore, in connection with the aforementioned consolidation and resubdivision described in Section 4 above, the Developer submitted to SHPD an archaeological monitoring report ("AMR") to document all ground disturbing work. Pursuant to the AMR, every unit owner is required to retain a qualified archaeological monitor for any ground disturbing work within that Unit owner's limited common element area. See new Exhibit "J" for additional information.

**PURCHASERS ARE URGED TO CONSULT WITH THE STATE OF HAWAII HISTORIC PRESERVATION DIVISION AND THE CITY AND COUNTY OF HONOLULU DEPARTMENT OF PLANNING AND PERMITTING TO DETERMINE IF ANY ADDITIONAL STUDIES OR SURVEYS WOULD BE REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEMOLITION PERMIT. PURCHASERS ARE FURTHER URGED TO CONTACT THEIR OWN PROFESSIONAL CONSULTANTS AND LEGAL ADVISORS REGARDING ANY ADDITIONAL PERMITTING REQUIREMENTS OR CONDITIONS THAT MAY BE IMPOSED REGARDING THEIR INTENDED USE AND PLANS FOR THE UNIT.**

6. **TSUNAMI EVACUATION ZONE.** Disclosure is hereby made that a portion of the Project is located within a Tsunami Evacuation zone as mandated by the Department of Emergency Management ("DEM"). A purchaser and/or unit owner should consult the Tsunami Evacuation Zone Maps ("Map(s)") published by DEM to determine whether his or her unit is located within a tsunami evacuation zone. Per the updated 2010 Maps, Map 11 is relevant to the Project. It is important to remember that if a unit is located within the tsunami evacuation zone, the unit owner must leave immediately when a Tsunami Warning is issued.

7. **DISCLOSURE REGARDING "AS-IS" SALE.** The units will be conveyed in their present "as is" condition. As used in this paragraph, the terms "unit", "units", and/or "subject property" mean all of the property to be conveyed to the purchaser by the unit deed, including, as applicable, the land and improvements (including, but not limited to, the roof, walls, foundations, soils, plumbing, electrical and mechanical systems, etc.), real property, and personal property (if any). The purchaser acknowledges, accepts, and agrees that: (1) there may be material facts about the subject property of which the Developer is not aware which qualified experts may be able to discover, and that there may be latent defects, hidden defects, or defects which time may reveal; (2) the Developer shall not be responsible for such material facts (of which the Developer is not aware), or such latent defects, hidden defects, or defects which time may reveal; and (3) that the improvements on the subject property may not conform to current building codes and/or may not have all required building permits. With knowledge of all of the above, and of the conditions disclosed by the Developer, and/or discovered during inspection(s) of the subject property, the purchaser acknowledges and agrees that the subject property shall be conveyed in its EXISTING "AS IS" CONDITION, WITHOUT WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED (except as to title). WITHOUT LIMITATION, THE DEVELOPER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO CONDITION, QUALITY, LATENT DEFECTS, HIDDEN DEFECTS, OR DEFECTS WHICH TIME MAY REVEAL, CONFORMANCE TO BUILDING

CODES, EXISTENCE OF REQUIRED BUILDING PERMITS, OR FITNESS FOR ANY USE OR PURPOSE WHATSOEVER. The purchaser will have the opportunity to inspect the subject property, and shall accept the subject property "AS IS". The purchaser understands and agrees to give up, waive and relinquish all rights to assert any claim, demand, proceeding or lawsuit of any kind against the Developer and/or real estate agents involved with respect to the condition of the subject property, except for claims which are based upon the Developer's and/or real estate agents concealment of material facts and defects, which those parties are required to disclose by law.

PRIOR TO PURCHASING A UNIT IN THE PROJECT, A PROSPECTIVE PURCHASER IS STRONGLY URGED TO CONSULT WITH HIS OR HER ATTORNEY TO EVALUATE THE RISKS AND RAMIFICATIONS OF THE FOREGOING DISCLOSURE AND WAIVER.

8. **INSURANCE.** In accordance with Section 514B-143(c), Hawaii Revised Statutes, each owner shall at its own expense obtain and maintain property insurance on its unit appurtenant limited common element. See section 16.1 of the Declaration, as amended. Prospective purchasers should consult with their own insurance professionals to obtain an estimate for individual property insurance. Liability insurance for the common elements of the Project will be obtained and maintained by the Association, and the premium for that policy will be paid by the owners as part of their maintenance fee. See Exhibit "G".

9. **CLAIMS AGAINST CONTRACTOR.** CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS PURCHASER MUST FOLLOW BEFORE PURCHASER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED PURCHASER'S UNIT. NINETY (90) CALENDAR DAYS BEFORE PURCHASER FILES PURCHASER'S LAWSUIT OR OTHER ACTION, PURCHASER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS PURCHASER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. PURCHASER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT PURCHASER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

10. **DEVELOPER'S RESERVED RIGHT TO GRANT EASEMENTS.** Pursuant to the Developer's reserved rights under the Declaration, Developer has reserved the right to convey, transfer, cancel, relocate and grant easements while the Developer owns a unit in the Project. Developer has also reserved rights in the CCRs to convey, transfer, cancel, relocate and grant easements during the Developer Control Period defined therein. Disclosure is hereby made that access and utility easements affecting the Project and the surrounding properties covered by the CCRs may be granted, conveyed, transferred, cancelled, or relocated pursuant to Developer's reserved rights.

In addition to the disclosures set for on pages 1a through 1l, prospective purchasers should carefully review the disclosures on pages 19 through 19c of this Public Report

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

THE FOREGOING IS A GENERAL SUMMARY OF THE PROJECT AND CERTAIN OTHER IMPORTANT MATTERS. PURCHASER IS CAUTIONED TO CAREFULLY REVIEW ALL THE DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING. EACH PURCHASER IS ALSO ADVISED TO CONTACT THE APPROPRIATE GOVERNMENT AGENCIES TO DETERMINE WHERE THERE ARE SPECIFIC REQUIREMENTS FOR THIS PROPERTY. PURCHASERS ARE ALSO ADVISED TO CONSULT WITH THEIR OWN ATTORNEY AND OTHER APPROPRIATE EXPERTS, ADVISORS, AND/OR PROFESSIONALS REGARDING THIS PROJECT AND THE DISCLOSURES CONTAINED HEREIN.

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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	56-419 Kamehameha Highway, Kahuku, Hawaii 96731
Address of Project is expected to change because	Not expected to change
Tax Map Key (TMK)	(1) 5-6-002-051, CPR Nos. 0001 to 0052
Tax Map Key is expected to change because	Not expected to change. The original TMK was (1) 5-6-002-027, CPRs 0001 to 0052. See page 1c.
Land Area	34.287 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A

**1.2 Buildings and Other Improvements**

Number of Buildings	51 (51 existing or to be built buildings, and 1 spatial unit)
Floors Per Building	1 and 2 (see Exhibit "A")
Number of New Building(s)	see Exhibit "A"
Number of Converted Building(s)	see Exhibit "A"
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood and allied building material, glass, metal

**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
See Exhibit <u>    "A"    </u>						

52	<b>Total Number of Units</b>
----	------------------------------

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:	102
Number of Guest Stalls in the Project:	
Number of Parking Stalls Assigned to Each Unit:	2, except for Unit Rainbow School
Attach Exhibit _____ 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.	
For further information on parking for Unit Rainbow School, see page 19 _____, item _____ of this Public Report.	

**1.5 Boundaries of the Units**

Boundaries of the unit:  The physical boundaries for the 51 units built or to be built, and the spatial coordinates/boundaries for the 1 spatial unit (NC-371) are described in Exhibit A hereto.
---

**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): Non-structural interior alterations do not require consent. There are restrictions and limitations on exterior alterations and renovations. See Section 18 and Exhibits C, C-1 and C-2 of the Declaration, the House Rules, and the Design Guidelines.
---

**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 "A" _____.
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 type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input type="checkbox"/>	Other (describe):

**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 "B"	
Described as follows:	
<b>Common Element</b>	<b>Number</b>
Elevators	0
Stairways	0
Trash Chutes	0

**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 "B"	
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: Declaration, Article 10, Section 10.7.
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: See House Rules.
<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 "C" describes the encumbrances against title contained in the title report described below.
Date of the title report: October 25, 2017
Company that issued the title report: Title Guaranty of Hawaii, Inc.

**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	51	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	R-5
<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 checked="" type="checkbox"/>	Other (Specify): spatial	1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	R-5
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			Existing Use Permit 2009/EU-19, as amended and modified (See Exhibit "F" for more information).		

**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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Structures	<input type="checkbox"/>	<input checked="" 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>Existing Use Permit 2009/EU-16, as amended and modified, permits a structure to be rebuilt if it is damaged or destroyed (see Exhibit "F" for more information). The use of Unit Rainbow School as a school constitutes a legal non-conforming use. If it is destroyed, the purchaser of Unit Rainbow School may not be able to continue its use as a school.</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 checked="" type="checkbox"/> <b>Applicable</b>  <input 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:          Developer states that the structural components and mechanical and electrical installations are in the condition as described in the report dated February 14, 2014, prepared by Questor U. S. Lau, Registered Professional Architect, a copy of which is attached as Exhibit "H", and is made a part of the Developer's Statement. See Exhibit "H" for the detailed description.</p>	
<p>Developer's statement of the expected useful life of each item reported above:          No representation is made as to the expected useful life of the structural components and/or the mechanical and electrical installations.</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:          Item #7 of the DPP letter attached as Exhibit "I" references a Notice of Violation issues for Unit HM-360. Since the issuance of the DPP letter, this violation has been cured.</p>	
<p>Estimated cost of curing any violations described above:          None. The Notice of Violation for Unit HM-360 has been cured.</p>	

<p><b>Verified Statement from a County Official</b></p>	
<p>Regarding any converted structures in the project, attached as Exhibit "I" 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:          Exhibit "I" does neither of the above, but does cite additional information regarding the property. Regarding the SMA exemption, the Developer believes the Project plans do not constitute associated construction activities that would jeopardize the exemption. As to the Notice of Violation referenced in item 7 of Exhibit "I", see 1.15 above.</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: Continental Pacific, LLC</p> <p>Business Address: 249 Mack Bayou Loop, Suite 300 Santa Rosa Beach, FL 32459</p> <p>Business Phone Number : (850) 278-1000</p> <p>E-mail Address: info@cplandco.com</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>Members and Managers:</p> <p>Jere A. Henderson - Member J. Barron Strother - Managing Member F. Reynolds Henderson - Member</p>
<p><b>2.2 Real Estate Broker</b></p>	<p>Name: See attached page 9a</p> <p>Business Address:</p> <p>Business Phone Number:</p> <p>E-mail Address:</p>
<p><b>2.3 Escrow Depository</b></p>	<p>Name: Title Guaranty Escrow Services, Inc.</p> <p>Business Address: 235 Queen Street, 1st Floor Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-0211</p>
<p><b>2.4 General Contractor</b></p>	<p>Name: Noma Home Builders LLC</p> <p>Business Address: 5425 Hauula Homestead Road Hauula, Hawaii 96717</p> <p>Business Phone Number: (808) 351-9518</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, HI 96813</p> <p>Business Phone Number: (808) 593-9100</p>
<p><b>2.6 Attorney for Developer</b></p>	<p>Name: Anders G. O. Nervell, Esq. (Clay Chapman et al.)</p> <p>Business Address: 700 Bishop Street, Suite 2100 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 535-8400</p>

**2.2 Real Estate Brokers**

Name: Green Realty Group  
Business Address: 1888 Kalakaua Avenue, C312  
Honolulu, HI 96815  
Business Phone Number: (808) 232-1233  
E-Mail Address: pmjavier@gmail.com

Name: Fahrni Realty  
Business Address: 98-277 Kamehameha Highway  
Aiea, HI 96701  
Business Phone Number: (808) 486-4166  
E-Mail Address: beachhousehawaii@hotmail.com



### 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	September 18, 2012	A-46800234

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	May 10, 2013	A-48820927
Bureau of Conveyances	March 17, 2014	A-52540999
Bureau of Conveyances	April 7, 2017	A-63160589
Bureau of Conveyances	December 5, 2017	A-65610521

#### 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	September 18, 2012	A-46800235

Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	December 5, 2017	A-65610522

#### 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	5127
Dates of Recordation of Amendments to the Condominium Map: May 21, 2014; April 17, 2017; December 18, 2017	

**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"/>	_____, 2017
Developer does not plan to adopt House Rules	<input type="checkbox"/>	(amended)

**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"/>	<p>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:</p> <ol style="list-style-type: none"> <li>1. To grant easements (see Sections 7.4 through 7.9 of the Declaration).</li> <li>2. To change unsold units (see Section 12.1(a) of the Declaration).</li> <li>3. To modify the Project (see Section 12.1(b) of the Declaration).</li> <li>4. To consolidate, subdivide and withdraw generally (see Section 12.1(c) of the Declaration).</li> <li>5. To consolidate, subdivide and withdraw limited common element Floodways for Units NC-42 and NC-459 (see Section 12.1(d) of the Declaration).</li> <li>6. To possess special power of attorney (see Section 12.1(e) of the Declaration).</li> <li>7. To amend the Declaration in certain respects (see Section 19 of the Declaration).</li> </ol>

## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

Management of the Common Elements: 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

Estimate of the Initial Maintenance Fees: 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 "G" 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 type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify)

### 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 checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify) Internet

## 5. SALES DOCUMENTS

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

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit "D" 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: August 15, 2012 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit "E" 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	A contract could be terminated upon which event all deposits would be returned to the Buyer, less any escrow cancellation fees.

### 5.4 Construction Warranties

<p>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:</p> <p>Building and Other Improvements: None by Developer.</p> <p>Appliances: None by Developer.</p>
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**5.5 Status of Construction, Date of Completion or Estimated Date of Completion**

<p>Status of Construction: See Exhibit "A"</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:</p> <p>Not to be more than two (2) years from the 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: N/A</p>

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

<input type="checkbox"/>	<p>Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units for sale and will not be using purchasers' deposits to pay for any costs to pay for project construction or to complete the project.</p> <p>Should the developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, financing costs; or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to met certain requirements, described below in 5.6.1 or 5.6.2..</p>
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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 checked="" 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**

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):

<input type="checkbox"/>	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
<input type="checkbox"/>	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.

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>

**Material House Bond.** 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.

## 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:<br>Design Guidelines (as amended); Declaration of Restrictive Covenants and Conditions; Declaration of Covenants, Conditions and Restrictions for Kahuku Village at Makahoa Point (as amended).   |

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

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

6.2 LEAD BASED PAINT. Based on the age of the Project, and/or the fact that certain structures may have been build prior to 1978, each Purchaser and/or unit owner is hereby notified that such may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Developer is required to provide the Purchaser and/or unit owner with any information on lead-based paint hazards from risk assessments or inspections in the Developer's possession and notify the Purchaser and/or unit owner of any known lead-based paint hazards. Developer has no knowledge of lead-based paint and/or lead-based paint hazards in the Project. Additionally, Developer has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Project. Because of the possible presence of lead-based paint and/or head-based paint substances in the Project, Purchaser should have the unit inspected to determine the extent (if any) of such contamination and any necessary remedial action. The Developer will not correct any defects in the units or in the Project or anything installed or contained therein and Purchaser expressly releases the Developer from any liability to Purchaser in any lead-based paint and/or lead-based paint substances discovered.

6.3 DEVELOPER TO PAY ACTUAL COMMON EXPENSES. Pursuant to Section 514B, HRS, disclosure is hereby made that the Developer shall initially assume the actual common expenses of the Project and that the unit owner shall not be obligated to pay his or her respective share of the common expenses until such time as the Developer sends the unit owners written notice that, after a specified dale, the unit owners will be obligated to pay for the portion of the common expenses that are allocated to their respective units. The Developer will mail the written notice to the unit owners, the Association and the Managing Agent at least thirty (30) days prior to the date the common expenses will be charged to the unit owners.

6.4 PARKING. With the exception of Unit Rainbow School, each unit shall have appurtenant to it two (2) parking spaces located within the limited common element area appurtenant to each unit as either a parking pad or carport, as shown on the Condominium Map. Per Existing Use Permit 2009/EU-16, as amended, Developer is responsible for providing the parking spaces for the units. The paving of said parking spaces will occur after the sale of a unit so that Purchaser may confer with the Developer about the desired location of the parking spaces. Parking for Unit Rainbow School shall be allowed within the limited common element area appurtenant thereto.

6.5 CONSTRUCTION EFFECTS. The present and future development of and construction of improvements on the Project may cause noise, dust, vibrations, traffic congestion, and/or other inconveniences or nuisances related to such development and construction (the "Construction Effects"). The Developer also plans to develop and construct two (2) additional condominium projects adjacent to the Project, at a time in the future yet to be determined, which may also produce Construction Effects. By signing and accepting a deed to a unit, the purchaser will accept the Construction Effects and waive any claims or rights of action or suits against the Developer or the Developer's successors and assigns arising from any impairment of the purchaser's use and enjoyment of the unit or the Project, or from any inconvenience, property damage or personal injury arising directly or indirectly from the Construction Effects.

6.6 DEVELOPER'S RESERVED RIGHTS. The purchaser is hereby put on notice that the Declaration, as amended, contains reservations of certain rights and certain other provisions under which the purchaser consents to certain actions by the Developer and others. THE PURCHASER SHOULD REVIEW THE DECLARATION, CCRS, HOUSE RULES, DESIGN GUIDELINES AND ANY OTHER GOVERNING DOCUMENTS VERY CAREFULLY BEFORE SIGNING A SALES CONTRACT.

6.7 UTILITIES.

A. ELECTRICITY. The Units are connected to HECO's electrical system, and each unit shall have an individual meter to measure each household's electrical usage. If applicable, the cost for installing an individual meter shall be the sole cost and expense of a purchaser and/or unit owner. The 18 Floodway structures appurtenant to Unit NC-42 will also have individual meters for each structure's electrical usage. Electricity will be billed directly to each individual unit and/or structure by HECO.

B. WATER. A single water meter services the Kahuku Village at Makahoa Point Community Association. The Units are or will be connected to the privately owned water system and each Unit shall have an individual submeter to measure each household's water consumption. Each unit owner shall be responsible for their own water charges based on such meter readings, and shall also be responsible at such owner's individual cost and expense for the maintenance of their water submeters and any required improvements related thereto. The 18 Floodway structures appurtenant to Unit NC-42 will also have individual submeters and the owner of Unit NC-42 shall be responsible for the water charges based on such meter readings attributable to these structures, and shall also be responsible at such owner's individual cost and expense for the maintenance, repair and replacement of the water submeters for these 18 Floodway structures.

C. WASTEWATER. The units are not connected to the City and County of Honolulu's sewer systems and no plans are currently being made by the Developer to install such connection. Instead, each unit is, or will be, serviced by an individual wastewater system ("IWS"), which is either an existing cesspool or a septic system.

The following units are currently serviced by, or will upon completion of the dwelling structure be serviced by, an on-site, private septic system:

Units HM-360, NC-368, NC-370, NC-14, NC-43, NC-3, NC-13, NC-10, NC-54, NC-355, NC-471, NC-44, NC-485, HM-367, NC-458, NC-55, NC-25, NC-56, NC-59, NC-57, HM-335, NC-371, NC-52, NC-374, NC-27, NC-470, NC-58, NC-51, NC-372, NC-60, NC-41, NC-42, NC-46, NC-479, NC-480, NC-474, NC-473, NC-459, and Rainbow School.

The following units are currently serviced by existing cesspools:

Units HM-361, HM-362, HM-363, HM-364, HM-366, HM-345, HM-340\*, NC-369, NC-373, NC-22, NC-28, NC-37, and NC-45.

\*Note: HM-340 was sold "as-is" as an existing unit with a cesspool. The unit owner has since renovated Unit HM-340, and the Developer believes the cesspool has been upgraded to a septic system.

In addition, the structure within Common Element 1 is currently serviced by existing cesspool. Also, the Floodway structures appurtenant to Unit NC-42 are currently serviced by existing cesspools, with the exception of the Floodway structures FL-51, FL-54, FL-55 and FL-58 which are serviced by individual septic tanks.

These existing cesspools are grandfathered under current State regulations and, to the best of Developer's knowledge, may be permitted to remain open by the State's Health Department. If, however, a unit owner undertakes any significant renovation or reconstruction work on, in or about the unit, the unit owner may be required to close the existing cesspool and install a new, on-site private septic system serving the unit in accordance with applicable laws, rules and regulations.

The IWS servicing a unit will be assumed by the Purchaser "as is, where is" and the Developer will not be responsible for any upgrades, improvements, replacements and/or repairs to the existing IWS servicing a unit. Each unit owner will be responsible for maintaining the IWS servicing his or her unit.

D. GARBAGE REMOVAL. Garbage removal in the Project is serviced by several waste dumpsters located through the Project. Each unit owner is to place their garbage within these dumpsters, which will then be collected by the City and County of Honolulu Department of Environmental Services twice per week. Each purchaser and/or unit owner is required to comply with the rules and regulations of collection services as mandated by the Department of Environmental Services.

6.8 COUNTY SERVICES. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection may not be available for interior roads and driveways.

6.9 BUILDING PERMITS FOR EXISTING STRUCTURES. Disclosure is hereby made that the original existing 26 units submitted to the Condominium Property Regime and the Floodway Structures were constructed in the early 1900s as temporary housing for plantation workers and no records appear to exist to indicate whether building permits were issued for these structures. The Existing Use Permit (2006/EU-16) and the Minor Modifications allow the continued existence of these structures despite the lack of evidence of building permits. A number of the original existing have since been replaced with new dwelling structures.

6.10 NOT A SUBDIVISION. This is a condominium project which should not be confused with a subdivision. A purchaser of a unit will be conveyed a condominium unit together with an "undivided" interest in the common elements of the Project. The entire parcel of land upon which the Project is situated is designated as a common element. That portion of the common element which each purchaser has the exclusive right to use is called a limited common element or area, but is not a separate, legally subdivided lot.

THE FOREGOING IS A GENERAL SUMMARY OF THE PROJECT AND CERTAIN OTHER IMPORTANT MATTERS. PURCHASER IS CAUTIONED TO CAREFULLY REVIEW ALL THE DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING. EACH PURCHASER IS ALSO ADVISED TO CONTACT THE APPROPRIATE GOVERNMENT AGENCIES TO DETERMINE WHERE THERE ARE SPECIFIC REQUIREMENTS FOR THIS PROPERTY. PURCHASERS ARE ALSO ADVISED TO CONSULT WITH THEIR OWN ATTORNEY AND OTHER APPROPRIATE EXPERTS, ADVISORS, AND/OR PROFESSIONALS REGARDING THIS PROJECT AND THE DISCLOSURES CONTAINED HEREIN.

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.

CONTINENTAL PACIFIC, LLC

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

By:  \_\_\_\_\_  
Duly Authorized Signatory\*

12/18/2017  
Date

J. Barron Strother, Managing Member

\_\_\_\_\_  
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

\*Must be signed for a corporation by an officer; 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"**

**Boundaries of the Units**

Each existing unit, and any unit so constructed, altered or added to pursuant to Article 18.1 of the Declaration shall include its entire structure from the exterior finished surface of the perimeter walls, inclusive of all floors and roofs thereof.

The boundary of each spatial unit is established by the horizontal coordinates of which are described in the Condominium Map and the vertical boundary consisting of the horizontal plan that is twenty-five (25) feet above the finished grade of the surface area enclosed by the horizontal boundaries of each spatial unit.

**Description of Units**

<u>Unit</u>	<u>Limited Common Element Area</u>	<u>Net Living Area</u>	<u>Other Areas</u>	<u>Bedroom/Baths</u>	<u>E = Existing* C = Newly Constructed P = Permit / Under Construction</u>	<u>Percentage Common Interest</u>
HM-360	16,833 sq. ft.	1,674 sq. ft.	994 sq. ft.	3/2.5	C	1.923%
HM-361	13,967 sq. ft.	1,060 sq. ft.	128 sq. ft.	3/1	E	1.923%
HM-362	13,065 sq. ft.	1,054 sq. ft.	83 sq. ft.	3/1	E	1.923%
HM-363	13,333 sq. ft.	1,325 sq. ft.	666 sq. ft.	3/2	E	1.923%
HM-364	18,705 sq. ft.	1,075 sq. ft.	80 sq. ft.	3/1	E	1.923%
HM-366	16,608 sq. ft.	1,126 sq. ft.	266 sq. ft.	3/1	E	1.923%
NC-368	6,762 sq. ft.	1,113 sq. ft.	234 sq. ft.	3/2	E	1.923%
HM-345	9,712 sq. ft.	962 sq. ft.	0	2/1	E	1.923%
HM-340	11,208 sq. ft.	1,508 sq. ft.	536 sq. ft.	4/1	E	1.923%
NC-369	8,356 sq. ft.	1,203 sq. ft.	0	2/1	E	1.923%
NC-370	11,128 sq. ft.	1,651 sq. ft.	412 sq. ft.	3/2	C	1.923%
NC-14	8,491 sq. ft.	1,605 sq. ft.	699 sq. ft.	3/2.5	P	1.923%
NC-43	7,180 sq. ft.	1,793 sq. ft.	810 sq. ft.	3/2.5	C	1.923%
NC-3	8,062 sq. ft.	1,775 sq. ft.	1,157 sq. ft.	3/2.5	C	1.923%
NC-13	9,580 sq. ft.	1,803 sq. ft.	1,323 sq. ft.	3/2.5	C	1.923%
NC-10	7,417 sq. ft.	1,341 sq. ft.	427 sq. ft.	3/2	C	1.923%
NC-54	8,589 sq. ft.	1,793 sq. ft.	646 sq. ft.	5/3	P	1.923%
NC-355	6,738 sq. ft.	1,296 sq. ft.	1,095 sq. ft.	3/2	C	1.923%
NC-471	5,393 sq. ft.	1,793 sq. ft.	646 sq. ft.	5/3	P	1.923%
NC-44	5,681 sq. ft.	1,296 sq. ft.	728 sq. ft.	3/2	C	1.923%
NC-485	6,893 sq. ft.	1,793 sq. ft.	646 sq. ft.	5/3	P	1.923%
HM-367	6,893 sq. ft.	1,793 sq. ft.	646 sq. ft.	5/3	P	1.923%
NC-458	6,374 sq. ft.	1,793 sq. ft.	646 sq. ft.	5/3	P	1.923%
NC-55	7,284 sq. ft.	1,296 sq. ft.	1,037 sq. ft.	3/2	C	1.923%
NC-25	9,600 sq. ft.	1,578 sq. ft.	535 sq. ft.	3/2	P	1.923%
NC-56	8,117 sq. ft.	1,248 sq. ft.	1,127 sq. ft.	3/2	P	1.923%
NC-59	6,300 sq. ft.	2,165 sq. ft.	549 sq. ft.	5/3	P	1.923%
NC-57	6,392 sq. ft.	1,632 sq. ft.	1,068 sq. ft.	3/2	P	1.923%





<u>Unit</u>	<u>Limited Common Element Area</u>	<u>Net Living Area</u>	<u>Other Areas</u>	<u>Bedroom/Baths</u>	<u>E = Existing* C = Newly Constructed P = Permit / Under Construction</u>	<u>Percentage Common Interest</u>
Rainbow School	17,089 sq. ft.	0	2,240 sq. ft.*		E	1.923%
TOTAL:						100.0%

\* Existing Units (E) = Original converted Units. Newly Constructed (C) = Construction has been completed. Permitted/Under Construction (P) = Permit has been obtained and construction may have been started or Permits have been applied for.

\*\* Denotes a Spatial Unit. All other Units are Existing Units as defined in the Declaration, as amended.

**END OF EXHIBIT "A"**

## **EXHIBIT "B"**

### **Common Elements**

The Common Elements The common elements of the Project are as follows:

1. **Land.** The Land, in fee simple, together with all rights, entitlements and easements now or hereafter made appurtenant thereto, including (but not limited to) easements for roadway, walkway, utility and other purposes as the case may be;
2. **Common Element 1.** The land, designated as Common Element 1 on the Condominium Map, equaling 14,159 square feet;
3. **Common Element 2.** The land, designated as Common Element 2 on the Condominium Map, equaling 350 square feet;
4. **Driveways.** All common access driveways located on the Project;
5. **Utility Lines.** Any pipes, wires, ducts, conduits or other utility or service lines, fire hydrants, drainage ditches or appurtenant drainage structures, which are located outside the Units and which are utilized or serve more than one Unit, and any pipes, wires, ducts, conduits or other utility or service lines running through a Unit which are utilized by or serve more than one Unit;
6. **Easements.** The common easements for drainage and all common or share installations for underground utilities including electricity, water (including both the water meter and submeter, if any), telephone and cable television which run upon or under the common or limited common elements, if any.
7. **Other.** All other improvements on the Land that are not part of any Unit.

### **Limited Common Elements**

The land area delineated and designated in the Condominium Map as limited common elements are limited common elements of a unit and consist of the following:

1. **Unit HM-360.** The land area surrounding and under Unit HM-360 and including the airspace above such Unit is a limited Common Element of Unit HM-360 and is for the exclusive use of Unit HM-360 and consists of approximately 16,833 square feet.
2. **Unit HM-361.** The land area surrounding and under Unit HM-361 and including the airspace above such Unit is a Limited Common Element of Unit HM-361 and is for the exclusive use of Unit HM-361 and consists of approximately 13,967 square feet.
3. **Unit HM-362.** The land area surrounding and under Unit HM-362 and including the airspace above such Unit is a Limited Common Element of Unit HM-362 and is for the exclusive use of Unit HM-362 and consists of approximately 13,065 square feet.
4. **Unit HM-363.** The land area surrounding and under Unit HM-363 and including the airspace above such Unit is a Limited Common Element of Unit HM-363 and is for the exclusive use of Unit HM-363 and consists of approximately 13,333 square feet.
5. **Unit HM-364.** The land area surrounding and under Unit HM-364 and including the airspace above such Unit is a Limited Common Element of Unit HM-364 and is for the exclusive use of Unit HM-364 and

consists of approximately 18,705 square feet.

6. Unit HM-366. The land area surrounding and under Unit HM-366 and including the airspace above such Unit is a Limited Common Element of Unit HM-366 and is for the exclusive use of Unit HM-366 and consists of approximately 16,608 square feet.

7. Unit NC-368. The land area surrounding and under Unit NC-368 and including the airspace above such Unit is a Limited Common Element of Unit NC-368 and is for the exclusive use of Unit NC-368 and consists of approximately 6,762 square feet.

8. Unit HM-345. The land area surrounding and under Unit HM-345 and including the airspace above such Unit is a Limited Common Element of Unit HM-345 and is for the exclusive use of Unit HM-345 and consists of approximately 9,712 square feet.

9. Unit HM-340. The land area surrounding and under Unit HM-340 and including the airspace above such Unit is a Limited Common Element of Unit HM-340 and is for the exclusive use of Unit HM-340 and consists of approximately 11,208 square feet.

10. Unit NC-369. The land area surrounding and under Unit NC-369 and including the airspace above such Unit is a Limited Common Element of Unit NC-369 and is for the exclusive use of Unit NC-369 and consists of approximately 8,356 square feet.

11. Unit NC-370. The land area surrounding and under Unit NC-370 and including the airspace above such Unit is a Limited Common Element of Unit NC-370 and is for the exclusive use of Unit NC-370 and consists of approximately 11,128 square feet.

12. Unit NC-14. The land area surrounding and under Unit NC-14 and including the airspace above such Unit is a Limited Common Element of Unit NC-14 and is for the exclusive use of Unit NC-14 and consists of approximately 8,491 square feet.

13. Unit NC-43. The land area surrounding and under Unit NC-43 and including the airspace above such Unit is a Limited Common Element of Unit NC-43 and is for the exclusive use of Unit NC-43 and consists of approximately 7,180 square feet.

14. Unit NC-3. The land area surrounding and under Unit NC-3 and including the airspace above such Unit is a Limited Common Element of Unit NC-3 and is for the exclusive use of Unit NC-3 and consists of approximately 8,062 square feet.

15. Unit NC-13. The land area surrounding and under Unit NC-13 and including the airspace above such Unit is a Limited Common Element of Unit NC-13 and is for the exclusive use of Unit NC-13 and consists of approximately 9,580 square feet.

16. Unit NC-10. The land area surrounding and under Unit NC-10 and including the airspace above such Unit is a Limited Common Element of Unit NC-10 and is for the exclusive use of Unit NC-10 and consists of approximately 7,417 square feet.

17. Unit NC-54. The land area surrounding and under Unit NC-54 and including the airspace above such Unit is a Limited Common Element of Unit NC-54 and is for the exclusive use of Unit NC-54 and consists of approximately 8,589 square feet.

18. Unit NC-355. The land area surrounding and under Unit NC-355 and including the airspace above such Unit is a Limited Common Element of Unit NC-355 and is for the exclusive use of Unit NC-355 and consists of approximately 6,738 square feet.

19. Unit NC-471. The land area surrounding and under Unit NC-471 and including the airspace above such Unit is a Limited Common Element of Unit NC-471 and is for the exclusive use of Unit NC-471 and consists of approximately 5,393 square feet.
20. Unit NC-44. The land area surrounding and under Unit NC-44 and including the airspace above such Unit is a Limited Common Element of Unit NC-44 and is for the exclusive use of Unit NC-44 and consists of approximately 5,681 square feet.
21. Unit NC-485. The land area surrounding and under Unit NC-485 and including the airspace above such Unit is a Limited Common Element of Unit NC-485 and is for the exclusive use of Unit NC-485 and consists of approximately 6,893 square feet.
22. Unit HM-367. The land area surrounding and under Unit HM-367 and including the airspace above such Unit is a Limited Common Element of Unit HM-367 and is for the exclusive use of Unit HM-367 and consists of approximately 6,893 square feet.
23. Unit NC-458. The land area surrounding and under Unit NC-458 and including the airspace above such Unit is a Limited Common Element of Unit NC-458 and is for the exclusive use of Unit NC-458 and consists of approximately 6,374 square feet.
24. Unit NC-55. The land area surrounding and under Unit NC-55 and including the airspace above such Unit is a Limited Common Element of Unit NC-55 and is for the exclusive use of Unit NC-55 and consists of approximately 7,284 square feet.
25. Unit NC-25. The land area surrounding and under Unit NC-25 and including the airspace above such Unit is a Limited Common Element of Unit NC-25 and is for the exclusive use of Unit NC-25 and consists of approximately 9,600 square feet.
26. Unit NC-56. The land area surrounding and under Unit NC-56 and including the airspace above such Unit is a Limited Common Element of Unit NC-56 and is for the exclusive use of Unit NC-56 and consists of approximately 8,117 square feet.
27. Unit NC-59. The land area surrounding and under Unit NC-59 and including the airspace above such Unit is a Limited Common Element of Unit NC-59 and is for the exclusive use of Unit NC-59 and consists of approximately 6,300 square feet.
28. Unit NC-57. The land area surrounding and under Unit NC-57 and including the airspace above such Unit is a Limited Common Element of Unit NC-57 and is for the exclusive use of Unit NC-57 and consists of approximately 6,392 square feet.
29. Unit HM-335. The land area surrounding and under Unit HM-335 and including the airspace above such Unit is a Limited Common Element of Unit HM-335 and is for the exclusive use of Unit HM-335 and consists of approximately 8,210 square feet.
30. Unit NC-371. The land area surrounding and under Unit NC-371 and including the airspace above such Unit is a Limited Common Element of Unit NC-371 and is for the exclusive use of Unit NC-371 and consists of approximately 6,109 square feet.
31. Unit NC-52. The land area surrounding and under Unit NC-52 and including the airspace above such Unit is a Limited Common Element of Unit NC-52 and is for the exclusive use of Unit NC-52 and consists of approximately 6,444 square feet.
32. Unit NC-373. The land area surrounding and under Unit NC-373 and including the airspace above such Unit is a Limited Common Element of Unit NC-373 and is for the exclusive use of Unit NC-373 and

consists of approximately 14,236 square feet.

33. Unit NC-374. The land area surrounding and under Unit NC-374 and including the airspace above such Unit is a Limited Common Element of Unit NC-374 and is for the exclusive use of Unit NC-374 and consists of approximately 11,986 square feet.

34. Unit NC-22. The land area surrounding and under Unit NC-22 and including the airspace above such Unit is a Limited Common Element of Unit NC-22 and is for the exclusive use of Unit NC-22 and consists of approximately 9,744 square feet.

35. Unit NC-27. The land area surrounding and under Unit NC-27 and including the airspace above such Unit is a Limited Common Element of Unit NC-27 and is for the exclusive use of Unit NC-27 and consists of approximately 15,029 square feet.

36. Unit NC-28. The land area surrounding and under Unit NC-28 and including the airspace above such Unit is a Limited Common Element of Unit NC-28 and is for the exclusive use of Unit NC-28 and consists of approximately 10,350 square feet.

37. Unit NC-470. The land area surrounding and under Unit NC-470 and including the airspace above such Unit is a Limited Common Element of Unit NC-470 and is for the exclusive use of Unit NC-470 and consists of approximately 10,963 square feet.

38. Unit NC-58. The land area surrounding and under Unit NC-58 and including the airspace above such Unit is a Limited Common Element of Unit NC-58 and is for the exclusive use of Unit NC-58 and consists of approximately 11,313 square feet.

39. Unit NC-51. The land area surrounding and under Unit NC-51 and including the airspace above such Unit is a Limited Common Element of Unit NC-51 and is for the exclusive use of Unit NC-51 and consists of approximately 7,875 square feet.

40. Unit NC-372. The land area surrounding and under Unit NC-372 and including the airspace above such Unit is a Limited Common Element of Unit NC-372 and is for the exclusive use of Unit NC-372 and consists of approximately 8,010 square feet.

41. Unit NC-60. The land area surrounding and under Unit NC-60 and including the airspace above such Unit is a Limited Common Element of Unit NC-60 and is for the exclusive use of Unit NC-60 and consists of approximately 11,849 square feet.

42. Unit NC-37. The land area surrounding and under Unit NC-37 and including the airspace above such Unit is a Limited Common Element of Unit NC-37 and is for the exclusive use of Unit NC-37 and consists of approximately 12,004 square feet.

43. Unit NC-41. The land area surrounding and under Unit NC-41 and including the airspace above such Unit is a Limited Common Element of Unit NC-41 and is for the exclusive use of Unit NC-41 and consists of approximately 14,201 square feet.

44. Unit NC-42.

(a) The land area surrounding and under Unit NC-42 and including the airspace above such Unit is a Limited Common Element of Unit NC-42 and is for the exclusive use of Unit NC-42 and consists of approximately 10,262 square feet.

(b) The land area designated on the Condominium Map as "Limited Common Element Floodway 1 for Unit NC-42" is a Limited Common Element of Unit NC-42 and is for the exclusive use of

Unit NC-42 and consists of approximately 456,740 square feet or 10.485 acres.

(c) The land area designated on the Condominium Map as "Limited Common Element Floodway 2 for Unit NC-42" is a Limited Common Element of Unit NC-42 and is for the exclusive use of Unit NC-42 and consists of approximately 391,775 square feet or 8.994 acres.

45. Unit NC-45. The land area surrounding and under Unit NC-45 and including the airspace above such Unit is a Limited Common Element of Unit NC-45 and is for the exclusive use of Unit NC-45 and consists of approximately 14,221 square feet.

46. Unit NC-46. The land area surrounding and under Unit NC-46 and including the airspace above such Unit is a Limited Common Element of Unit NC-46 and is for the exclusive use of Unit NC-46 and consists of approximately 17,504 square feet.

47. Unit NC-479. The land area surrounding and under Unit NC-479 and including the airspace above such Unit is a Limited Common Element of Unit NC-479 and is for the exclusive use of Unit NC-479 and consists of approximately 12,891 square feet.

48. Unit NC-480. The land area surrounding and under Unit NC-480 and including the airspace above such Unit is a Limited Common Element of Unit NC-480 and is for the exclusive use of Unit NC-480 and consists of approximately 10,072 square feet.

49. Unit NC-474. The land area surrounding and under Unit NC-474 and including the airspace above such Unit is a Limited Common Element of Unit NC-474 and is for the exclusive use of Unit NC-474 and consists of approximately 11,053 square feet.

50. Unit NC-473. The land area surrounding and under Unit NC-473 and including the airspace above such Unit is a Limited Common Element of Unit NC-473 and is for the exclusive use of Unit NC-473 and consists of approximately 10,660 square feet.

51. Unit NC-459. The land area surrounding and under Unit NC-459 and including the airspace above such Unit is a Limited Common Element of Unit NC-459 and is for the exclusive use of Unit NC-459 and consists of approximately 17,633 square feet.

52. Rainbow School. The land area surrounding and under Rainbow School is a Limited Common Element of Rainbow School and is for the exclusive use of Rainbow School and consists of approximately 17,089 square feet.

53. With the exception of Rainbow School, each Unit shall have appurtenant two (2) parking spaces located within the Limited Common Element area appurtenant to each Unit as either a parking pad or carport, as shown on the Condominium Map. Parking for the Rainbow School shall be allowed within the Limited Common Element area appurtenant thereto.

54. A septic tank or cesspool designated for the use of the Unit and located within the Limited Common Element area of each Unit.

**END OF EXHIBIT "B"**

**EXHIBIT "C"**

**Encumbrances Against Title**

1. Mineral and water rights of any nature.
2. Designation of Easement "189" as shown on Map 108, as set forth by Land Court Order No. 72286, filed December 31, 1984.
3. Designation of Easement "190" as shown on Map 108, as set forth by Land Court Order No. 72286, filed December 31, 1984.
4. Designation of Easement "363" for slope purposes, as shown on Map 151, as set forth by Land Court Order No. 144117, filed December 5, 2001.
5. The terms and provisions contained in the following:  
  
INSTRUMENT: QUITCLAIM DEED WITH COVENANTS, RESERVATION OF RIGHTS AND ASSIGNMENT AND ASSUMPTION OF LEASES  
  
DATED: January 2, 2002  
FILED: Land Court Document No. 2766587  
RECORDED: Document No. 2002-000399
6. GRANT in favor of STATE OF HAWAII, by its Director of Transportation, dated ---(acknowledged June 19, 2003), filed as Land Court Document No. 3042582; re: a nonexclusive easement through, under and across Easement "363".
7. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC. and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated September 22, 2005, filed as Land Court Document No. 3352331; re: an easement for the transmission and distribution of electricity, having a width of 10 feet, and being Easement "2".
8. The terms and provisions contained in the following:  
  
INSTRUMENT: TRUSTEES LIMITED WARRANTY DEED  
  
DATED: August 17, 2006  
RECORDED: Document No. 2006-151639
9. The terms and provisions contained in the following:  
  
INSTRUMENT: TRUSTEES LIMITED WARRANTY DEED  
  
DATED: August 17, 2006  
RECORDED: Document No. 2006-151640
10. The terms and provisions contained in the following:  
  
INSTRUMENT: TRUSTEES LIMITED WARRANTY DEED  
  
DATED: August 17, 2006  
RECORDED: Document No. 2006-151641

11. The terms and provisions contained in the following:
 

INSTRUMENT: TRUSTEES LIMITED WARRANTY DEED WITH COVENANTS

DATED: August 17, 2006

FILED: Land Court Document No. 3468927

RECORDED: Document No. 2006-151642
12. The terms and provisions contained in the following:
 

INSTRUMENT: TRUSTEES LIMITED WARRANTY DEED

DATED: October 1, 2006

RECORDED: Document No. 2006-180035
13. The terms and provisions contained in the following:
 

INSTRUMENT: TRUSTEES LIMITED WARRANTY DEED

DATED: October 1, 2006

RECORDED: Document No. 2006-180036
14. 20-foot building setback line as shown on Map 157, as set forth by Land Court Order No. 148497, filed December 12, 2002, and Land Court Order No. 165124, filed December 28, 2006.
15. Designation of Easement "395" for drainage purposes, as shown on Map 175, as set forth by Land Court Order No. 176104, filed August 28, 2008.
16. The terms and provisions contained in the following:
 

INSTRUMENT: DECLARATION OF COVENANTS (CONSERVATION DISTRICT USE PERMIT OA-3414)

DATED: October 8, 2008

FILED: Land Court Document No. 3803226 thru 3803227

Consents by CONTINENTAL PACIFIC, LLC, a Delaware limited liability company and by JAMES C. REYNOLDS, INC., a California corporation.
17. Designation of Easement "397" for drainage purposes, as shown on Map 176, as set forth by Land Court Order No. 179811, filed August 5, 2009.
18. Access to Kamehameha Highway in favor of Lot 39-B, as set forth by Land Court Order No. 183282, filed on July 1, 2010.
19. Designation of Easement "412" for access and utility purposes, as shown on Map 178, as set forth by Land Court Order No. 183282, filed July 1, 2010.
20. Easement for access and utility purposes across Easement "412" in favor of Lot 1243 as set forth by Land Court Order No. 183282 filed July 1, 2010.
21. Designation of Easement "413" for access and utility purposes, as shown on Map 178, as set forth by Land Court Order No. 183282, filed July 1, 2010.



22. Easement for access and utility purposes across Easement "413" in favor of Lot 1243 as set forth by Land Court Order No. 183282 filed July 1, 2010.
23. The terms and provisions contained in the following:
 

INSTRUMENT: LIMITED WARRANTY DEED

DATED: July 14, 2010

FILED: Land Court Document No. 3979107
24. GRANT in favor of JAMES C. REYNOLDS, INC., a California corporation, dated July 14, 2010, filed as Land Court Document No. 3979110; re: nonexclusive easement for vehicular and pedestrian egress, ingress, and access, and utility, telecommunications, sewer, drainage, and waterline purposes over, across, under, upon that through Easements "412" and "413".
25. The terms and provisions contained in the following:
 

INSTRUMENT: DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

DATED: February 6, 2012

FILED: Land Court Document No. T-8078209

RECORDED: Document No. A-44260701
26. Designation of Easement "504" for drainage purposes, as shown on map prepared by Gary S. Takamoto, Land Surveyor, with ControlPoint Surveying, Inc., dated May 30, 2006, approved by the Department of Planning and Permitting, City and County of Honolulu, 2006/SUB-189, on February 29, 2008, in favor of Hawaii Reserves, Inc.
27. Designation of Easement "A-1" for access purposes, as shown on map prepared by Ryan M. Suzuki, Land Surveyor, with R.M. Towill Corporation, approved by the Department of Planning and Permitting, City and County of Honolulu, 2007/SUB-334, on May 2, 2008.
28. Designation of Easement "A-2" for access purposes, as shown on map prepared by Ryan M. Suzuki, Land Surveyor, with R.M. Towill Corporation, approved by the Department of Planning and Permitting, City and County of Honolulu, 2007/SUB-334, on May 2, 2008.
29. 20-foot building setback line as shown on map prepared by Ryan M. Suzuki, Land Surveyor, with R.M. Towill Corporation, dated April 28, 2010, approved by the Department of Planning and Permitting, City and County of Honolulu, 2010/SUB-94, on May 11, 2012.
30. 40-foot highway reserve as shown on map prepared by Ryan M. Suzuki, Land Surveyor, with R.M. Towill Corporation, dated April 28, 2010, approved by the Department of Planning and Permitting, City and County of Honolulu, 2010/SUB-94, on May 11, 2012.
31. Vehicular access restrictions, except where access is permitted (20.00 feet wide), as shown on map prepared by Ryan M. Suzuki, Land Surveyor, with R.M. Towill Corporation, dated April 28, 2010, approved by the Department of Planning and Permitting, City and County of Honolulu, 2010/SUB-94, on May 11, 2012.
32. Designation of Easement "B" for access and utility purposes, as shown on map prepared by Ryan M. Suzuki, Land Surveyor, with R.M. Towill Corporation, dated April 28, 2010, approved by the Department of Planning and Permitting, City and County of Honolulu, 2010/SUB-94, on May 11, 2012.

33. Designation of Easement "G" for access purposes, as shown on map prepared by Ryan M. Suzuki, Land Surveyor, with R.M. Towill Corporation, dated April 28, 2010, approved by the Department of Planning and Permitting, City and County of Honolulu, 2010/SUB-94, on May 11, 2012.

34. The terms and provisions contained in the following:

**INSTRUMENT:** DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KAHUKU VILLAGE AT MAKAOHA POINT

**DATED:** June 25, 2012

**RECORDED:** Document No. A-45690301

Said Declaration was amended by instruments dated September 5, 2012, recorded as Document No. A-46330732, dated January 7, 2015, recorded as Document No. A-54910111, dated October 4, 2016, recorded as Document No. A-61480857, and dated December 15, 2016, recorded as Document No. A-62220727.

Said Declaration was further amended and restated by instrument dated December 5, 2017, recorded as Document No. A-65610519.

35. COMMERCIAL REAL ESTATE MORTGAGE

**MORTGAGOR:** CONTINENTAL PACIFIC, LLC, a Delaware limited liability company

**MORTGAGEE:** TROY BANK AND TRUST COMPANY, NMLS#409724, an Alabama corporation

**DATED:** July 12, 2012

**RECORDED:** Document No. A-45820761A

**AMOUNT:** a maximum principal amount of \$5,000,000.00 - covers the land described herein, besides other land

Said Mortgage was amended by instrument dated July 12, 2012, recorded as Document No. A-45820761B.

36. The terms and provisions contained in the following:

**INSTRUMENT:** DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "NEW CAMP AT KAHUKU VILLAGE" CONDOMINIUM PROJECT

**DATED:** September 18, 2012

**RECORDED:** Document No. A-46800234

**MAP:** 5127 and any amendments thereto

Said Declaration was amended by instruments dated May 10, 2013, recorded as Document No. A-48820927, dated March 17, 2014, recorded as Document No. A-52540999, and dated April 7, 2017, recorded as Document No. A-63160589, and dated April 7, 2017, recorded as Document No. A-63160589, and further amended and restated by instrument dated December 5, 2017, recorded as Document No. A-65610521.

Consent to Third Amendment to Declaration of Condominium Property Regime of New Camp at Kahuku Village and Amendment to Condominium Map of New Camp at Kahuku Village by Troy Bank and Trust Company, an Alabama corporation, by instrument dated April 21, 2017, recorded as Document No. 63380412.

Correction to Condominium Map of New Camp at Kahuku Village (Condominium Map No. 5127) dated June 28, 2017, recorded as Document No. A-63900801.

37. The terms and provisions contained in the following:

INSTRUMENT: BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED: September 18, 2012

RECORDED: Document No. A-46800235

Said By-Laws were amended and restated by instrument dated December 5, 2017, recorded as Document No. A-65610522.

38. The terms and provisions contained in the following:

INSTRUMENT: EXCHANGE OF VEHICLE ACCESS RIGHTS

DATED: August 21, 2012

RECORDED: Document No. A-48390592

PARTIES: STATE OF HAWAII, through its Director of Transportation, "Grantor", and CONTINENTAL PACIFIC, LLC, a Delaware limited liability company, "Grantee"

39. COMMERCIAL REAL ESTATE MORTGAGE

LOAN/ACCOUNT NO. 402548600

MORTGAGOR: CONTINENTAL PACIFIC, LLC, a Delaware limited liability company

MORTGAGEE: TROY BANK AND TRUST COMPANY, NMLS724, an Alabama corporation

DATED: July 21, 2014

RECORDED: Document No. A-53250228

AMOUNT \$2,022,282.80 - covers the land described herein, besides other land

40. FINANCING STATEMENT

DEBTOR: CONTINENTAL PACIFIC, LLC

SECURED PARTY:

TROY BANK AND TRUST COMPANY, NMLS724

RECORDED: Document No. A-53250229

RECORDED ON: July 31, 2014

41. Designation of Easement "PA-1" for pedestrian access purposes, as shown on map prepared by Ryan M. Suzuki, Land Surveyor, with R.M. Towill Corporation, dated December 15, 2014, approved by the Department of Planning and Permitting, City and County of Honolulu, 2013/SUB-54, on December 12, 2014.

42. GRANT OF EASEMENT

TO: HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation  
DATED: September 4, 2015  
RECORDED: Document No. A-57310818A  
GRANTING: right and easement for utility purposes over, under, upon, across and through certain premises, and Easements "A", "B", "D", and "E", being more particularly described therein

No consent given by TROY BANK AND TRUST COMPANY, NMLS724, an Alabama corporation.

43. COMMERCIAL REAL ESTATE MORTGAGE

LOAN/ACCOUNT NO. 402548600

MORTGAGOR: CONTINENTAL PACIFIC, LLC, a Delaware limited liability company

MORTGAGEE: TROY BANK AND TRUST COMPANY, NMLS724, an Alabama corporation

DATED: April 10, 2015  
RECORDED: Document No. A-57140203  
AMOUNT: \$1,500,000.00 - covers the land described herein, besides other land

44. COMMERCIAL REAL ESTATE MORTGAGE

LOAN/ACCOUNT NO. 402548600

MORTGAGOR: CONTINENTAL PACIFIC, LLC, a Delaware limited liability company

MORTGAGEE: TROY BANK AND TRUST COMPANY, NMLS724, an Alabama company

DATED: November 30, 2016  
RECORDED: Document No. A-57140203  
AMOUNT: \$4,477,717.20 - covers the land described herein, besides other land

45. Mitigation commitments made by the applicant as stated on letter dated March 4, 2016 from the State of Hawaii Historic Preservation Division, as disclosed in subdivision approval letter dated December 9, 2016, by the Department of Planning and Permitting, City and County of Honolulu.

46. The terms and provisions contained in the following:

INSTRUMENT: WATER AGREEMENT

DATED: December 19, 2016  
RECORDED: Document No. A-62220738  
PARTIES: CONTINENTAL PACIFIC, LLC, a Delaware limited liability company authorized to do business in Hawaii, and CITY AND COUNTY OF HONOLULU, a municipal corporation organized under the law of the State of Hawaii

47. GRANT OF EASEMENT in favor of OCEANIC TIME WARNER CABLE LLC, a Delaware limited liability company, dated May 30, 2017, recorded as document No. A-63670672; re: a right and non-exclusive easement for utility purposes over, under, upon and across and through those certain premises being more particularly described therein.

48. The terms and provisions contained in the following:

INSTRUMENT: INDEMNITY AGREEMENT

DATED : June 22, 20--

RECORDED: Document No. A-63880026

PARTIES: CONTINENTAL PACIFIC, LLC, a Delaware limited liability company  
"Indemnitor", and HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii  
corporation "Indemnitee"

49. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

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

**END OF EXHIBIT "C"**

## EXHIBIT "D"

### Summary of Sales Contract

The Sales Contract contains the purchase price, description and location of the unit and other terms under which a Purchaser will agree to buy a unit in the Project.

Among other things, the Sales Contract:

1. Provides a section for financing to be completed and agreed to by the parties which will set forth how a purchaser will pay for the purchase price.
2. Identifies the escrow agent and states that purchaser's deposit will be held in escrow until the Sales Contract is closed or canceled.
3. Requires that Purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
4. Provides that the closing costs shall be paid as follows:
  - a. By purchaser: title insurance, title report, drafting of any note and mortgage, purchaser notary fees, recording fees, all escrow fees, and also a start fee for common expenses, if any.
  - b. By Developer: drafting of conveyance documents and bills of sale, Developer notary fees and conveyance taxes.
5. Provides that the Developer is selling the units in "AS-IS WHERE-IS" condition. This means that the Developer is not making any warranties or representations with respect to the Unit and Project.
6. Provides the following remedies, in the event of default under the Sales Contract:
  - a. By purchaser:
    - (i) Developer may bring an action against purchaser for breach of contract;
    - (ii) Developer may retain initial deposit;
    - (iii) Purchaser shall be responsible for expenses occurred.
  - b. By Developer:
    - (i) Purchaser may bring an action against Developer for breach of Contract and for return of all deposits;
    - (ii) Purchaser may seek specific performance of Sales Contract;
    - (iii) Developer shall be responsible for expenses incurred.

Any awards to the prevailing party in any action are subordinate to escrow's expenses.
7. Provides that the purchaser has the right to rescind the Sales Contract in certain instances. They include:

a. Purchaser having thirty (30) days to cancel the Sales Contract from the date of receiving the Developer's Public Report and certain project documents; and

b. If a Material Change occurs after Purchaser's Sales Contract has become binding (see Section 514B-3, H RS for definition of Material Change).

8. Contains provisions relating to the Developer's reserved right to consolidate, subdivide and withdraw portions of the land from the Project.

The Sales Contract contains various other provisions which purchaser should become acquainted with. If there is a conflict between the terms of this summary and the Sales Contract, the latter shall control.

**END OF EXHIBIT "D"**

## **EXHIBIT "E"**

### **Summary of Escrow Agreement**

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Escrow is Title Guaranty Escrow Services, Inc. Under the Escrow Agreement dated August 15, 2012, these things will or may happen:

1. Developer or Escrow will let purchasers know when payments are due and all monies received from a purchaser will be deposited in Escrow.
2. Escrow will arrange for purchasers to sign all necessary documents.
3. The Escrow Agreement specifies when purchasers' funds may be disbursed upon closing of a sale. The conditions include:
  - a. Developer has delivered to purchaser a true copy of the Public Report including all amendments, with effective date issued by the Real Estate Commission;
  - b. Developer has delivered to purchaser the notice of purchaser's thirty-day right of cancellation and the purchaser has waived the right to cancel in accordance with HRS §514 B-86(c); and
  - c. Escrow receives a certification from the Developer that the Sales Contract is effective and that the rescission right requirements in favor of purchasers have been complied with by the Developer.
4. The Escrow Agreement says under what conditions a refund will be made to a purchaser. Refunds can occur under the following situations:
  - a. If Purchaser elects to rescind the sales contract pursuant to HRS §5146- 86 (thirty-day right to cancel);
  - b. The Developer and purchaser agree to terminate the Sales Contract; or
  - c. If the Developer exercises any right to cancel the transaction which it may have reserved.

NOTE: If a transaction is cancelled, the purchaser must return all documents to the Developer.

5. The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract. If a purchaser defaults, all deposits previously placed in Escrow will be forfeited by purchaser and Escrow may release such funds to Developer. See paragraph 11 of .Escrow Agreement.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted. If there are any conflicts between the terms of this summary and the Escrow Agreement, the latter shall control.

**END OF EXHIBIT "E"**



## EXHIBIT "F"

### Summary of Existing Use Permit 2009/EU-16 and Minor Modifications of March 6, 2013 and November 9, 2016

Existing Use Permit 2009/EU-16 (the "EUP"), as modified by the Minor Modification dated March 6, 2013, applies to fifty-one (51) existing single-family dwellings located in Kahuku Village 5, also known as New Camp, at TMK (1) 5-6-002-027. Please note that the EUP does not apply to Rainbow School and the Buyer of Unit Rainbow School should consult the developer's public report for additional disclosures regarding its continued legal, non-conforming use.

The EUP allows for the following:

- a. The continued use, repair, alteration, expansion, relocation and reconstruction of the twenty-six (26) existing dwellings outside the floodway;
- b. The construction of twenty-five (25) new dwellings; and
- c. The retention of the plantation community subdivision currently containing nineteen (19) existing dwellings located within the floodway, and consisting of the following:
  1. Eighteen (18) existing dwellings located within the limited common element area of Unit NC-42 and are appurtenant to Unit NC-42; and
  2. One (1) existing dwelling located on Common Element 1.

Pursuant to the applicable land use ordinances ("LUO"), the following provisions of the EUP apply to all dwellings, regardless of whether located inside or outside of the floodway:

1. A minimum 10-foot setback for structures, fences or walls shall be required from the common access driveway.
2. Within the Project, the minimum distances between buildings shall be as follows:
  - i. 10 Feet between two one-story dwellings.
  - ii. 15 feet between a one-story dwelling and a two-story dwelling or portion thereof.
  - iii. 20 feet between two-story dwellings.
3. The maximum building area for each dwelling shall not exceed fifty percent (50%) of the limited common element area appurtenant to the unit.

The following provision, imposed by the City and County of Honolulu Department of Planning & Permitting, shall also apply to all dwellings:

4. Any reconstruction, renovation, alteration or addition to any existing dwellings shall not exceed twice its existing size (floor area) or 1,800 square feet, whichever is less. Dwellings with existing floor areas in excess of 1,800 square feet may be reconstructed to its existing floor area. Existing dwellings located outside the floodway shall be reconstructed in the same general location.

On March 6, 2013, DPP approved the Minor Modification to the EUP, which granted the 51 existing single-family dwellings outside the floodway and the provisional retention of the 18 existing dwelling located in the

Floodway. The Minor Modification granted the following:

- A. The continued use, repair, alteration, expansion, relocation or reconstruction of the 26 existing dwellings outside the floodway.
- B. The construction of 25 new dwellings.
- C. The retention of the 18 existing dwelling units located in the Floodway, provided that each dwelling is demolished within 90 days of whichever occurs first of:
  - 1. The vacancy of the dwelling by the assigned tenant;
  - 2. The death of the assigned tenant; or
  - 3. December 31, 2040.

On November 9, 2016, DPP approved the Minor Modification to the EUP to consolidate and resubdivide portions of the zoning lot of the EUP in order to reconfigure the Kahuku Golf Course lot for conveyance to the City and County of Honolulu. The consolidation and resubdivision redefined the Land underlying the Project from Lot 967 to Lot 967-A, and the new legal description for Lot 967-A was included in the Third Amendment to the Declaration of Condominium Property Regime.

It is important to note that this is a summary of the EUP and the Minor Modification only. Please consult the EUP and the Minor Modification, copies of which are included in this Exhibit "F", for further description and clarification of allowances and restrictions. Should there be any conflict between this summary and the EUP or the Minor Modification, the provisions of the EUP and the Minor Modification shall control.

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

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813  
 TELEPHONE: (808) 768-8000 • FAX: (808) 768-8041  
 DEPT. WEB SITE: www.honolulu.gov • CITY WEB SITE: www.honolulu.gov

MUJI HAHNEMANN  
 MAYOR



DAVID K. TANOUÉ  
 DIRECTOR  
 ROBERT M. SURETOMO  
 DEPUTY DIRECTOR

2009/EU-16(JS)

MINOR PERMIT:	EXISTING USE (EU)
File Number:	2009/EU-16
Project:	Kahuku Village 5 – 51 Units
Applicant/ Landowner:	Continental Pacific, LLC
Agent:	R. M. Towill Corporation (James Niemann)
Location:	56-419 Kamehameha Highway - Kahuku
Tax Map Key:	6-6-2: 27
Zoning:	R-5 Residential District
Date Accepted:	December 21, 2009

**APPROVAL** is granted to the above EU Permit for 51 existing single-family dwellings, in accordance with the application documents (received December 3, 2009), subject to the following conditions:

1. All work shall be in accordance with approved application documents, the conditions enumerated below, and the Land Use Ordinance (LUO) unless otherwise stated by this permit.
2. This EU Permit is only for the:
  - a. Continued use, repair, alteration, expansion, relocation, or reconstruction of the 26 existing dwellings outside the floodway.
  - b. Continued use or repair of the existing 25 dwellings within the floodway. The cost of repairs shall not exceed \$1,000 per calendar year.
  - c. Relocation of all dwellings within the AE Floodway District to designated lots outside the AE Floodway District by December 31, 2015. Any dwelling located within the floodway after December 31, 2015 shall not be reconstructed or relocated.

This EU approval does not certify that the existing structures and improvements comply with the current zoning code or other regulations.

3. In accordance with Section 2.100(a) of the LUO, in the event of destruction, uses may be continued and structures may be rebuilt under the approved existing use plan, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years.
4. Only minor modifications to the EU plans shall be allowed. Any major modification which may have an adverse impact on surrounding land uses, increases the number of dwelling units, and/or involves the reconstruction and/or expansion of a dwelling(s) which is part of a larger development, shall require the processing of a Cluster Housing Permit.
5. The applicant or owner(s) shall incorporate this EU Permit into the restrictive covenants which run with the land, to serve as notice to all owners and tenants. The draft covenant shall be submitted for review and approval by the Department of Planning and Permitting (DPP). Upon approval of the covenant, a certified recorded copy shall be filed with the DPP, prior to the change in any ownership or the issuance of any permits.
6. If the project will be condominiumized, the applicant or owner(s) shall submit a draft copy of the Condominium Property Regime (CPR) map and documents to the DPP for our review. Future work subsequent to the creation of a CPR may require approval from the homeowners association prior to the start of work. If the EU Permit is incorporated into the CPR documents, a separate declaration of restrictive covenants would not be required.
7. All work shall comply with the applicable LUO standards for the underlying zoning district, unless otherwise stated herein:
  - a. A minimum 10-foot setback, for structures, fences, or walls, shall be required from the common access drive;
  - b. Within the project, the minimum distances between buildings shall be as follows:
    - (1) 10 feet between two one-story dwellings
    - (2) 15 feet between a one-story and a two-story dwelling or portion thereof
    - (3) 20 feet between two-story dwellings
  - c. If the property is condominiumized, buildings shall comply with required yards and height setbacks of the underlying zoning district as measured from limited common element (CPR) lines;
  - d. The maximum building area shall not exceed 10 percent (10%) of the original lot area of 1,116,051 square feet. If the property is condominiumized, the maximum building area shall not exceed 50 percent (50%) of the area for each limited common element.

8. Any reconstruction, renovation, alteration, or addition to any existing dwelling shall not exceed twice its existing size (floor area) or 1,800 square feet, whichever is less. Dwellings with existing floor areas in excess of 1,800 square feet may be reconstructed to its existing floor area. Existing dwellings located outside the floodway shall be reconstructed in the same general location. The Director may require the redesign of exterior entrances, stairways, bar areas, including plumbing and electrical systems, to ensure that the number of dwellings is not increased.
9. A minimum of 102 parking spaces, two stalls for each dwelling unit, shall be provided prior to the issuance of any building permits subsequent to this approval. Dwelling additions shall comply with the LUC parking regulations. Existing parking spaces within carports or garages shall not be converted into usable floor area (including garage or carport storage areas).
10. Reconstructed or relocated dwellings shall have a minimum 16-foot driveway depth fronting the carport or garage.
11. Prior to the issuance of any building permits for alterations and/or reconstruction of any dwelling, an all-weather surface shall be provided for all driveways or parking areas. Photographs confirming compliance with this condition shall be submitted to the DPP.
12. Any addition, alteration or reconstruction of existing dwelling units shall comply with Fire Department requirements for access, water and/or Fire Department connections, and shall be submitted to the Fire Department for review and approval prior to issuance of building permits.
13. All fences fronting the common driveway shall be set back a minimum of three feet.
14. All existing trees six inches or greater in diameter shall be retained on-site, or replacement landscaping shall be required. All landscaping shall be maintained in a healthy visual condition at all times.
15. Any modification to the application documents and conditions stated herein shall be subject to approval by the DPP. For good cause, the Director may impose additional requirements and/or amend the above conditions.

In accordance with the LUC, any zoning lot within a residential district which has at least twice the required minimum lot size for the underlying district may have a maximum of two detached dwellings. If an owner wishes to erect additional dwelling units, the zoning lot shall be subdivided.

The purpose of this EU permit is to recognize the hardship imposed upon uses that were legally established, met applicable zoning requirements at the time the uses and structures were approved, but may not comply with current zoning standards. Residential EU permits apply to uses within residential districts that are now subject to the procedures and standards of the Cluster Housing Permit. Without this EU approval, the dwellings are considered nonconforming and subject to Section 4.110(d) of the LUC related to nonconforming dwelling units.

The 51 single-family dwellings were legally established and comply with the standards of cluster housing within the R-5 Residential District. The land area (1,116,051 square feet) exceeds the minimum land area of 15,000 square feet and the 51 dwellings do not exceed the maximum allowed density of 297 dwellings (one dwelling per 3,750 square feet of land area) permitted on the lot.

Twenty-five dwelling units are located within AE Floodway Flood Hazard District. Improvements to these dwellings shall be limited to repairs that, cumulatively, do not exceed \$1,000 per dwelling per calendar year. And, these dwellings shall be relocated or reconstructed outside the floodway in a timely manner. These restrictions are imposed to compel these residents to relocate to safer areas outside of the floodway, and to comply with current building and zoning codes. For health and safety purposes, the continued habitation of the dwellings in the floodway must be discouraged. The applicant has indicated that all 25 dwellings within the floodway can be relocated on lots outside the floodway.

If the applicant proposes to increase the number of dwellings on the zoning lot, and/or reconstruct and/or expand a dwelling(s) which is part of a larger development, a Cluster Housing Permit application must be submitted to the DPP. The application must include the signatures of all the landowners and/or lessees. If approved, the Cluster Housing Permit may require modification to the existing dwellings, including but not limited to improvements to the exterior building design and landscaping.

Approval of this EU does not substantially limit, impair, or preclude the use of surrounding properties for the principal uses permitted in the underlying district. This assessment includes impacts on traffic flow and control, off-street parking, sewerage, drainage and flooding, utilities, screening and buffering, yards and other open spaces, lot dimensions, height, bulk and location of structures.

Any party (to the case) wishing to appeal the Director's action must submit a written petition to the Zoning Board of Appeals (ZBA) within 30 calendar days from the date of mailing or personal service of the Director's written decision (ZBA Rules Relating to Procedure for Appeals, Rule 22-2, Mandatory Appeal Filing Deadline). Essentially, the ZBA rules require that a petitioner show that the Director based his action on an erroneous finding of a material fact and/or that the Director acted in an arbitrary or capricious manner, or manifestly abused his discretion. Generally, the ZBA can only consider the evidence previously presented to the Director of Planning and Permitting. The filing fee for appeals to the ZBA is \$200 (payable to the City and County of Honolulu).



DEPARTMENT OF PLANNING AND PERMITTING  
CITY AND COUNTY OF HONOLULU

630 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 788-8000 • FAX: (808) 788-8041  
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KIRK CALDWELL  
MAYOR



GEORGE I. ATTA  
FAICP, LEED AP, CEI  
DIRECTOR DESIGNATE

JIRO A. SUMADA  
DEPUTY DIRECTOR

2013/ELOG-224(JS)  
2009/EU-16

March 6, 2013

Mr. Jim Niermann  
R. M. Towill Corporation  
2024 North King Street, Suite 200  
Honolulu, Hawaii 96819-3494

Dear Mr. Niermann:

Subject: Request for Minor Modification to Existing Use Permit No. 2009/EU-16  
(Floodway Dwelling Units)  
Continental Pacific, LLC  
Kahuku Village 5 - 51 Units  
Makai of Kamehameha Highway - Kahuku  
Tax Map Key 5-6-2: 27

This is in response to your request for Minor Modifications (letter and plans received February 1, 2013 and February 20, 2013) to the subject Existing Use (EU) Permit to allow up to 25 existing tenants to occupy their dwelling units within the floodway district beyond the original deadline of December 31, 2015; and, to delay construction of a segment of driveway "D."

We are pleased to inform you that your request for Minor Modifications is **APPROVED**. The 25 existing dwelling units located in the floodway were used as employee housing on land formerly owned, leased, or operated by a sugar plantation (Alexander and Baldwin) and, as such, may be and is considered to be a "plantation community subdivision," (PCS) as defined by Section 205-4.5(a)(12), Hawaii Revised Statutes (HRS). Therefore, in accordance with Land Use Ordinance (LUC) Section 21-2.100(b)(2), the EU is hereby modified to include 51 dwelling units located outside the floodway (i.e., a traditional EU arrangement for dwellings) and a PCS with up to 25 dwelling units currently in the floodway.

The tenants in the PCS are for the most part elderly and have occupied their existing homes for many years. Because of their advanced age, relocation to a new environment can be traumatic; and, for that reason, they should be allowed to spend their remaining years in their existing homes. Nevertheless, the PCS is located in a floodway, which is a Flood Hazard District. Floodways can be extremely hazardous areas due to the potential velocity of floodwaters which can carry debris, cause severe erosion, destroy existing structures, and result in the loss of life and limb. The tenants currently occupying PCS homes in the floodway have been informed of their situation; yet, many have chosen to remain in their dwellings for the duration of their tenancy.

MAR 13 2013



Mr. Jim Niemann  
March 6, 2013  
Page 2

Although originally established at a time when the area was in active agricultural use, the PCS dwellings are now in the R-5 Residential District. Principal agricultural uses are no longer permitted on the site. As a result of this, once an assigned PCS tenant vacates their dwelling, that house can no longer qualify as a PCS home, i.e., that dwelling will lose its PCS status and cannot be occupied by a new tenant. This is because HRS Section 205-4.5(a)(12) requires that existing structures not owned by their occupants may only be used for employee housing units that shall be rented or leased at affordable rates for *agricultural workers* (emphasis added). To clarify, as each floodway dwelling is vacated, its PCS status will be lost because any new occupant will not qualify to rent or lease the unit since agricultural uses are not permitted principal uses in the R-5 Residential District. Essentially, this means that as the PCS dwellings are vacated, the PCS status shall dissipate. Once all of the existing tenants have left their homes in the floodway, the PCS status shall no longer exist. This is for the best, in any event, since the PCS homes are located in a floodway and should not be retained indefinitely. Accordingly, to prevent unauthorized occupancy of any of the floodway dwellings and to insure public health and safety due to the potential danger of flooding, including flash flooding, the PCS dwellings shall be demolished in a timely manner upon the vacancy or death of the assigned tenants.

Also, Condition 11 of the EU Permit requires that all driveways or parking areas be reconstructed prior to the issuance of any building permits. However, because the existing dwelling unit NC-355 is located in the middle of the proposed common driveway, the reconstruction of this driveway cannot precede the issuance of a building permit to alter or relocate that dwelling and the affected adjacent unit NC-471. Therefore, construction of that short portion of driveway D, between units NC-54 and NC-44, may be delayed. The driveway construction shall be shown on the building permit plans and constructed simultaneously with the alteration or reconstruction of the dwelling units NC-471 and NC-355.

Accordingly, the approval and conditions of the subject EU Permit shall be revised in their entirety to read as follows:

"APPROVAL is granted to the above EU Permit for 51 existing single-family dwellings outside the floodway, and provisional retention of the 26 dwelling units within the plantation community subdivision (PCS), in accordance with the application documents (received December 3, 2009, February 1, 2013 and February 20, 2013), subject to the following conditions:

1. All work shall be in accordance with approved application documents, the conditions enumerated below, and the Land Use Ordinance (LUO) unless otherwise stated by this permit.
2. This EU Permit is only for the:
  - a. Continued use, repair, alteration, expansion, relocation, or reconstruction of the 26 existing dwellings outside the floodway and construction of 25 new dwellings.

- b. Retention of the PCS containing up to 25 dwelling units located in the floodway. Each dwelling shall be demolished within 90 days of the occurrence of one of the following events, whichever comes first:

- (1) Upon the vacancy of the dwelling by its assigned tenant;
- (2) Upon the death of the assigned tenant; or
- (3) December 31, 2040.

[Continued use or repair of the existing 25 dwellings within the floodway. The cost of repairs shall not exceed \$1,000 per calendar year.]

- c. Relocation of all dwellings within the AE Floodway District to designated lots outside the AE Floodway District by December 31, 2015. Any dwelling located within the floodway after December 31, 2015 shall not be reconstructed or relocated.]

This EU approval does not certify that the existing structures and improvements comply with the current zoning code or other regulations.

The following conditions shall apply to the 51 dwelling units outside the floodway only:

3. In accordance with Section 2.100(a) of the LUC, in the event of destruction, uses may be continued and structures may be rebuilt under the approved existing use plan, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years.
4. Only minor modifications to the EU plans shall be allowed. Any major modification which may have an adverse impact on surrounding land uses, increases the number of dwelling units, and/or involves the reconstruction and/or expansion of a dwelling(s) which is part of a larger development, shall require the processing of a Cluster Housing Permit.
5. The Applicant or owner(s) shall incorporate this EU Permit into the restrictive covenants which run with the land, to serve as notice to all owners and tenants. The draft covenant shall be submitted for review and approval by the Department of Planning and Permitting (DPP). Upon approval of the covenant, a certified recorded copy shall be filed with the DPP, prior to the change in any ownership or the issuance of any permits.
6. If the project will be condominiumized, the Applicant or owner(s) shall submit a draft copy of the Condominium Property Regime (CPR) map and documents to the DPP for their review. Future work subsequent to the creation of a CPR may require approval from the homeowners association prior to the start of work. If the EU Permit is incorporated into the CPR documents, a separate declaration of restrictive covenants would not be required.

7. All work shall comply with the applicable LUO standards for the underlying zoning district, unless otherwise stated herein:
  - a. A minimum 10-foot setback for structures, fences, or walls, shall be required from the common access drive;
  - b. Within the project, the minimum distances between buildings shall be as follows:
    - (1) 10 feet between two one-story dwellings.
    - (2) 15 feet between a one-story and a two-story dwelling or portion thereof.
    - (3) 20 feet between two-story dwellings.
  - c. If the property is condominiumized, buildings shall comply with required yards and height setbacks of the underlying zoning district as measured from limited common element (CPR) lines;
  - d. The maximum building area shall not exceed 10 percent of the original lot area of 1,116,061 square feet. If the property is condominiumized, the maximum building area shall not exceed 50 percent of the area for each limited common element.
8. Any reconstruction, renovation, alteration, or addition to any existing dwelling shall not exceed twice its existing size (floor area) or 1,800 square feet, whichever is less. Dwellings with existing floor areas in excess of 1,800 square feet may be reconstructed to its existing floor area. Existing dwellings located outside the floodway shall be reconstructed in the same general location. The Director may require the redesign of exterior entrances, stairways, bar areas, including plumbing and electrical systems, to ensure that the number of dwellings is not increased.
9. A minimum of 102 parking spaces, two stalls for each dwelling unit, shall be provided prior to the issuance of any building permits subsequent to this approval. Dwelling additions shall comply with the LUO parking regulations. Existing parking spaces within carports or garages shall not be converted into usable floor area (including garage or carport storage areas).
10. Reconstructed or relocated dwellings shall have a minimum 16-foot driveway depth fronting the carport or garage.
11. Prior to the issuance of any building permits for alterations and/or reconstruction of any dwelling (except for units NC-355 and NC-471), an all-weather surface shall be provided for all driveways or parking areas. except for that portion of driveway D between units NC-54 and NC-44. Photographs confirming compliance with this condition shall be submitted to the DPP.

Prior to the issuance of any building permits for alterations and/or reconstruction of dwellings for units NC-355 and NC-471, the building permit plans shall indicate that the parking areas and driveway between units NC-54 and NC-44 will be constructed of an all-weather surface.

12. Any addition, alteration, or reconstruction of existing dwelling units shall comply with Honolulu Fire Department (HFD) requirements for access, water and/or HFD connections, and shall be submitted to the HFD for review and approval prior to issuance of building permits.
13. All fences fronting the common driveway shall be set back a minimum of three feet.
14. All existing trees six inches or greater in diameter shall be retained on-site, or replacement landscaping shall be required. All landscaping shall be maintained in a healthy visual condition at all times.
15. Any modification to the application documents and conditions stated herein shall be subject to approval by the DPP. For good cause, the Director may impose additional requirements and/or amend the above conditions."

New material is underlined and deleted material is [bracketed].

Accordingly, we find that the above-described proposal for modification of the EU Permit is reasonable and consistent with the intent of the original permit approval. It will not significantly increase the intensity or scope of the approved use; and, will not create adverse land use impacts on the surrounding neighborhood.

Any party (to the case) wishing to appeal the Director's action must submit a written petition to the Zoning Board of Appeals (ZBA) within thirty (30) calendar days from the date of mailing or personal service of the Director's written decision. (Zoning Board of Appeals Rules Relating to Procedure for Appeals, Rule 22-2, Mandatory Appeal Filing Deadline.) Essentially, the Zoning Board of Appeals' rules require that a petitioner show that the Director based his action on an erroneous finding of a material fact, and/or that the Director acted in an arbitrary or capricious manner, or manifestly abused his discretion. Generally, the ZBA can only consider the evidence previously presented to the Director of the DPP. The filing fee for appeals to the ZBA is \$200 (payable to the City and County of Honolulu).

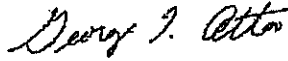
Failure to comply with ZBA Rules Chapter 22, Procedure for Appeals, may result in the dismissal of the appeal. Copies of the ZBA rules are available at the DPP. Appeals should be addressed to:

Zoning Board of Appeals  
c/o Department of Planning and Permitting  
650 South King Street  
Honolulu, Hawaii 96813

Mr. Jim Niermann  
March 6, 2013  
Page 6

We have enclosed your receipt for the Minor Modification filing fee. If you have any questions, please contact Joyce Shoji of our Urban Design Branch at 768-8032.

Very truly yours,



George I. Atta, FAICP, LEED AP, CEI  
Director Designate  
Department of Planning and Permitting

GIA:nw

Encl.: Receipt No. 91642

cc: Ember Lee Shinn, Managing Director Designate  
Ernest Y. Martin, Chair  
Kobayashi, Sugita & Goda, LLP (Lex Smith, Esq.)  
Continental Pacific, LLC (Reynolds Henderson)

Doc. 1018431

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

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 768-8000 • FAX: (808) 768-8041  
DEPT. WEB SITE: [www.honolulu.dpp.org](http://www.honolulu.dpp.org) • CITY WEB SITE: [www.honolulu.gov](http://www.honolulu.gov)

KIRK CALDWELL  
MAYOR



ARTHUR D. CHALLACOMBE  
ACTING DIRECTOR

KATHY K. SOKUGAWA  
ACTING DEPUTY DIRECTOR

2016/MOD-97(JS)  
2009/EU-16

November 9, 2016

Mr. James Niemann  
R. M. Towill Corporation  
2024 North King Street, Suite 200  
Honolulu, Hawaii 96819-3494

Dear Mr. Niemann:

**SUBJECT: Minor Modification**  
Existing Use Permit (EUP) No. 2009/EU-16  
Kahuku Village  
Tax Map Key 5-6-2: 27

Your application, received on September 19, 2016, for modifications to the zoning lot is **APPROVED** as a **MINOR MODIFICATION** to the above EUP, subject to the following conditions:

1. Development shall be in general conformance with the approved Project, as described herein and shown on the subdivision plan labeled Exhibit "A." Any modification to the Project and/or approved plans shall be subject to the prior review of and approval by the Director of the Department of Planning and Permitting (DPP). Minor modifications shall be processed in accordance with Land Use Ordinance (LUO) Section 21-2.20(k). Major modifications shall require a new EUP.
2. Except as modified herein, the approved plans and conditions of the original EUP (No. 2009/EU-16) and subsequent modifications shall remain unchanged and in force.
3. Approval of this minor modification shall not be construed as approval of any building permit application; such applications are reviewed separately and shall comply with applicable codes and regulations.
4. The Director may modify the conditions of this approval by imposing additional conditions, modifying existing conditions, or deleting conditions deemed satisfied upon a finding that circumstances related to the approved Project have significantly changed so as to warrant a modification to the conditions of approval. In the event of noncompliance with any of the conditions set forth herein, the Director may terminate all uses approved under this Minor Modification or halt their operation until all conditions are met or may declare this Minor Modification null and void or seek civil enforcement.

Proposed Project:

The Applicant proposes to consolidate and resubdivide portions of the zoning lot of the EUP (Subdivision File No. 2016/SUB-174). The purpose of the subdivision is to reconfigure the

Mr. James Niermann  
November 9, 2016  
Page 2

Kahuku Golf Course (Tax Map Key 5-6-2: 48, Parcel 48) for conveyance to the City and County of Honolulu (CCH) in accordance with the terms of the Purchase and Sale Agreement (PSA) executed by the CCH and Continental Pacific, LLC on August 30, 2015. As a result of the subdivision, the zoning lot area and boundaries affect the EUP project site, therefore, the EUP must be modified.

An approximate 9.67-acre area known as "Adams Field," located on Parcel is being consolidated into Lot 967, in accordance with the PSA between CCH and Continental Pacific LLC. The area consists of about 1.0 acres zoned P-2 Preservation District and about 8.67 acres zoned R-5 Residential District. The majority of the 9.67-acre area is in the Floodway flood hazard district. There are no plans to develop the added land area.

Under the specific circumstances associated with the request, and the conditions of approval herein imposed, the requested minor modifications are reasonable and consistent with the intent of the approved EUP. They will not significantly increase the intensity or scope of the approved EUP plan, and will not create adverse land use impacts upon the surrounding area. The plans are now the approved plans, and have been so marked and placed in the file.

Any party wishing to appeal the Director's action must submit a written petition to the Zoning Board of Appeals (ZBA) within 30 calendar days from the date of mailing or personal service of the Director's written decision (ZBA Rules Relating to Procedure for Appeals, Rule 22-2, Mandatory Appeal Filing Deadline). Essentially, the ZBA Rules require that a petitioner show that the Director based his action on an erroneous finding of a material fact, and/or that the Director acted in an arbitrary or capricious manner, or manifestly abused his discretion. Generally, the ZBA can only consider the evidence previously presented to the Director of the Department of Planning and Permitting (DPP). The filing fee for appeals to the ZBA is \$400 (payable to the City and County of Honolulu).

Failure to comply with ZBA Rules (Chapter 22, Procedure for Appeals), may result in the dismissal of the appeal. Copies of the ZBA Rules are available at the DPP. Appeals should be addressed to:

Zoning Board of Appeals  
c/o Department of Planning and Permitting  
650 South King Street, 7<sup>th</sup> Floor  
Honolulu, Hawaii 96813

Your receipt for the minor modification fee is enclosed. Should you have any questions concerning this minor modification, please contact Joyce Shoji of our staff at 768-8014.

Very truly yours,

  
for Arthur D. Chalacombe  
Acting Director

Enclosures: Receipt No. 110314  
Exhibit A





**EXHIBIT "G"**

[ESTIMATE OF INITIAL MAINTENANCE FEES]

EXHIBIT "H"

STATEMENT OF REGISTERED PROFESSIONAL ARCHITECT


Real Estate Commission  
Department of Commerce and Consumer Affairs  
State of Hawaii  
335 Merchant Street, Room 333  
Honolulu, HI 96813

RE: Condominium Project: "New Camp at Kahuku Village"  
Kahuku, Oahu, Hawaii  
TMK: (1) 5-6-002:027

The undersigned hereby declares that he has made a visual observation of the buildings at the following 26 Units: HM-335, HM-340, HM-345, HM-361, HM-362, HM-363, HM-364, HM-366, Common Element 1, NC-22, NC-28, NC-37, NC-41, NC-42, NC-45, NC-46, NC-368, NC-369, NC-370, NC-373, NC-374, NC-459, NC-473, NC-474, NC-479, NC-480; a proposed conversion into a condominium project, and without making any invasive examination of covered components makes the following report:

1. On or about November 27, 2006, I visited the above referenced property. According to Honolulu Department of Planning and Permitting records, these homes are included as part of an Existing Use Permit (2009-EU-16) as modified per letter dated March 06, 2013 from the same.
2. The following remarks pertain to all Units and are based on a casual visual observation:
  - a. Mechanical: The visible components of water submeters appeared to be in average condition consistent with its age.
  - b. Electrical: The visible components of the service submeters appeared to be in good condition consistent with its age.
  - c. Structural: The visible components of the exterior walls appeared to be in poor condition consistent with its age.
3. No representation is made regarding the expected useful life of the structural components and mechanical and electrical installations.

DATED: Honolulu, Hawaii, this 14<sup>th</sup> day of February, 2014.

  
Questor U. S. Lau  
Registered Professional  
Architect No. 14025

**EXHIBIT "I"**

12/09/2013 16:55

0085234400

CSO BLDG

PAGE 02/04

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**  
650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 768-8000 • FAX: (808) 768-6041  
DEPT. WEB SITE: [www.honolulu.gov/dpp](http://www.honolulu.gov/dpp) • CITY WEB SITE: [www.honolulu.gov](http://www.honolulu.gov)

KIRK CALDWELL  
MAYOR



GEORGE I. ATTA, FAICP  
DIRECTOR

ARTHUR D. CHALLACOMBE  
DEPUTY DIRECTOR

2013/ELOG-1901(RLK)

December 9, 2013

Lex F. Smith, Esq.  
Kobayashi Sugita & Goda, LLP  
Attorneys at Law  
999 Bishop Street, Suite 2600  
Honolulu, Hawaii 96813

Dear Mr. Smith

**SUBJECT: Condominium Conversion Project  
56-419 Kamehameha Highway  
Tax Map Key: 5-6-002: 027**

This is in response to your letter dated September 27, 2013, requesting verification that the structures on the above-referenced property met all applicable code requirements at the time of construction.

Investigation revealed that Existing Use Permit 2009/EU-16 was approved with conditions on February 19, 2010, for 51 existing one-family detached dwellings, a one-story school building and 102 all-weather-surface off-street parking spaces on this 1,116,051-square-foot P-2 General Preservation, R-5-Residential District and AG-2 General Agricultural District zoned lot.

Further investigation revealed the following:

1. On October 20, 2000, a Subdivision (File No. 2000/SUB-228) was approved for the subdivision of lands at Malaekahana into Parcel 1 (Rev. 1) of 600 square feet, Parcel 3 (Rev. 1) of 478 square feet, Parcel 6 of 2,400 square feet and Parcel 8 of 1,913 square feet (all for highway purposes) and leaving two remainder area lots of 90.319 acres and 179.143 acres; and the designation of Easements 1 and 2 (for maintenance purposes) and Easements S-1 to S-9 (for slope purposes) as shown on the right-of-way map titled Kamehameha Highway, Replacement of Malaekahana Bridge, Federal Aid Project No. BR-083-1(27), numbered Sheet 2-A of Sheets and dated April 30, 1999.
2. On January 6, 2006, a Subdivision (File No. 2006/SUB-313) was accepted for designation of a public utility easement (for a 12kV overhead power line in favor of HECO) affecting Lot 967 (Map 108) and Lot 1198 (Map 157) of Land Court Application 1095.

644606.v4

Lex R. Smith, Esq.  
Kobayashi Sugita & Goda, LLP  
December 9, 2013  
Page 2

3. On February 29, 2008, a Subdivision (File No. 2006/SUB-189) was approved for the revised consolidation and resubdivision of Lot 30 (Map 4) less erosion, Lot 39 (Map 5), Lot 962-A (Map 161), Lot 969 (Map 108), Lot 1198 (Map 157) all of Land Court Application 1095; Lot 7 (DPP File No. 2003/SUB-194), Lot 29-A (DPP File No. 1984/SUB-18) being portions of Lots 28 and 29, respectively, as shown on File Plan 1406, Parcels 1 and 3 of DPP File No. 1984/SUB-18, being portions of Exclusions 3 and 4, respectively, of Land Court 1095, into two lots for conveyance purposes: Lot 1001 of 168.984 acres and Lot 1002 of 113.615 acres (to be conveyed to the U.S. Department of Fish and Wildlife); and the designation of Easements 500 to 504.

This subdivision is exempt from the requirement for a Special Management Area (SMA) permit since it is limited to four or fewer lots and no associated construction activities are proposed, under the provisions of Section 25-1.3(2)(L) of the Land Use Ordinance of Honolulu.

4. On February 19, 2010, a variance (File No. 2009/EU-16) was approved with conditions for 51 existing single-family dwellings.
5. On May 11, 2012, a Subdivision (File No. 2010/SUB-94) was approved for the subdivision of Lot 2 of DPP File No. 2007/SUB-384, into a flag lot for the existing golf course (Lot 2) of 122.845 acres, and two residential lots: Lot 1 of 11.180 acres and Lot 3 (a flag lot) of 7.616 acres, and the designation of Easements A to J (for access and utility purposes), and designation of highway reserve, and restriction of vehicular access rights affecting Lot 1, 2 and 967.

A modification to an Existing Use Permit (2009/EU-7) was approved by DPP to allow retention of the existing 12 dwellings on Lot 1 and 8 dwellings on Lot 3.

6. On March 6, 2013, a minor modification to 2009/EU-16 was approved with conditions to allow up to 25 existing tenants to occupy their dwelling units within the floodway district beyond the original deadline of December 31, 2015; and to delay construction of a segment of driveway "D".
7. On May 20, 2013, a Notice of Violation (2013/NOV-05-199) was issued for unit HM No. 360 needing repairs to a portion of the roof and eaves. This violation is still pending.

As a result of the adoption or amendment of any ordinance or code, the Department of Planning and Permitting cannot determine all legal nonconforming uses or structures.

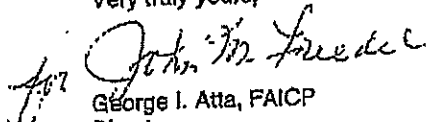
No other variances or other permits were granted to allow deviations from any applicable codes.

Lex R. Smith, Esq.  
Kobayashi Sugita & Goda, LLP  
December 9, 2013  
Page 3

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

If you have any questions regarding this matter, please contact Alex Sugal of our Commercial and Multi-Family Code Enforcement Branch at 768-8152.

Very truly yours,

  
George I. Atta, FAICP  
Director

QIA:ft  
(1103505)

## EXHIBIT "J"

DAVID Y. IGE  
GOVERNOR OF HAWAII



### STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

STATE HISTORIC PRESERVATION DIVISION  
KAKUHIHEWA BUILDING  
601 KAMOKII A BLVD, STE 555  
KAPOLEI, HAWAII 96707

SEZANNE D. CASE  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

KENOA KALUJHWA  
VICE CHAIR

JEFFREY T. PEARSON  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND PLEASURE RECREATION  
DEPARTMENT OF CONSERVATION  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESTORATION TREATMENT  
TRAILERING  
HOLIDAY AND WEEKEND  
HISTORIC PRESERVATION  
KAPPA KAMI ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

June 30, 2017

Bo Avrett  
Continental Pacific, LLC  
P.O. Box 1350  
Santa Rosa Beach, Florida 32459  
Email: [bo@cplandco.com](mailto:bo@cplandco.com)

IN REPLY REFER TO:  
Log No.: 2017.01111  
Doc. No.: 1706SH09  
Archaeology

Dear Mr. Avrett:

**SUBJECT: Chapter 6E-42 Historic Preservation Review –  
Archaeological Monitoring Plan for the Kahuku Plantation Village Subdivision Lots 2, 3, and 967  
Keana Ahupua'a, Ko'olaupua District, Island of O'ahu  
TMK: (1) 5-6-002:027, 047, and 049**

Thank you for the opportunity to review the revised plan titled, *Archaeological Monitoring Plan for the Kahuku Plantation Village Subdivision Lots 2, 3, and 967 Keana Ahupua'a, Ko'olaupua District, Island of O'ahu, Hawaii* [TMK: (1) 5-6-002:027, 047, 049] (Kingsbury et al., May 2017). The State Historic Preservation Division (SHPD) received this submittal on May 25, 2017. The draft archaeological monitoring plan (AMP) was received on October 25, 2016 and SHPD requested revisions to the plan on April 24, 2017 (Log No. 2016.02540, Doc. No. 1703SH02).

The SHPD previously accepted an archaeological inventory survey report for parcels 027 (Log No. 2013.6960, Doc. No. 1312SL11), 047 (Log No. 2014.00717, Doc. No. 1403SL23), and 049 (Log No. 2015.03599, Doc. No. 1601SL11). The agreed upon mitigation measures related to the proposed subdivision applications (2015/SUB-33, 2015/SUB-84, and 2015/SUB-159) involve burial treatment, data recovery in the form of controlled excavations, and preservation within TMK: (1) 5-6-002:047, 048, and 049 within 180 days of issuance of the subdivision tentative approval. On March 4, 2016, SHPD requested the preparation and submittal of archaeological monitoring plans that meet the requirements of HAR § 13-279-4 for the proposed subdivision to include separate plans for (1) the residential village, (1) the golf course, and for (1) utilities, as determined in consultation with SHPD (Log Nos. 2015.00895, 2015.02394, and 2015.03798, Doc. No. 1603SL01).

On April 20, 2017 a meeting was held at the SHPD office in Kapolei between Bo Avrett of Continental Pacific, LLC, Jim Nierman of R.M. Towill Corporation, and the SHPD archaeology branch; the following stipulations were discussed:

- A burial treatment plan for the 2016 inadvertent find shall be submitted for SHPD review;
- Continental Pacific, LLC will provide the SHPD a letter stating the change in ownership and/or plans for the Kahuku Plantation golf course, excusing them from developing an AMP for the golf course as previously determined (Log Nos. 2015.00895, 2015.02394, and 2015.03798, Doc. No. 1603SL01);
- An archaeological monitoring report will be submitted to the SHPD to document all ground disturbing work monitored for Continental Pacific, LLC between 2012 and 2016.

This archaeological monitoring plan (AMP) was submitted by Scientific Consultant Services, Inc. on behalf of the developer and landowner, Continental Pacific, LLC. to regulate all ground disturbing activities conducted within the

boundaries of three (3) designated lots, Lots 2, 3, and 967, within the Kahuku Plantation subdivision; TMK: (1)5-6-002:027, 047, and 049. The project area totals 47.54 acres.

Lot 2 (TMK (1) 5-6-002:047) is the subject of a Condominium Property Regime application currently being drafted. Construction will consist of six new homes as a result of entitlements to Continental Pacific, LLC. Six units with existing structures will be offered to current tenants and there is potential for the new owners to renovate and/or construct dwellings on those units. All units will be single family residences and will be serviced by septic tank systems. Anticipated ground disturbing activities at Lot 2 will minimally include road work, foundation preparation, driveway installation, septic tank and leach field installation, and the installation of waterline connections. A detention basin will be installed on Lot 2 (northeastern boundary of Lot 2) that will service runoff from the roadway servicing Lot 3 (eastern boundary of Lot 2). Lot 3 is still in the design phase and the final size of the basin will dictate the final locations of dwellings on Lot 2. A roadway connection is required to service Lot 3 and is still in the design phase.

Lot 3 (TMK (1) 5-6-002:049) is the subject of a current Cluster Subdivision application that will consist of eight existing homes and eighteen future home sites. Seven of the existing homes will be offered to current tenants and there is potential for the new owners to renovate and/or construct dwellings on those units. All units will be single family residences and will be serviced by sewer connections. One existing home will be retained by Continental Pacific, LLC and will likely be demolished and reconstructed. Anticipated ground disturbing activities at Lot 3 will minimally include foundation preparation, driveway installation, sewer connections, waterline connections, and the roadway described in the paragraph above, which will end at a cul-de-sac.

Lot 967 (TMK (1) 5-6-002:027) is the subject of an existing Condominium Property Regime. When this AMP was submitted, it was indicated that there were nineteen building permit applications under review at the Honolulu Department of Planning and Permitting (DPP). The homes are all single-family residences and will be serviced by septic tanks. The installation of additional fire hydrants is required. At the time in which the AMP was submitted, it was indicated that the fire hydrant plans were in the design phase and a determination regarding their spacing is under review by the Honolulu Fire Department. In addition to the fire hydrant installations, anticipated ground disturbing activities for Lot 967 will minimally include foundation preparation, driveway installation, waterline connections, septic tank installations.

The AMP indicates several previously identified historic properties have been documented within the boundaries of the project area including several components of a historical plantation village (50-80-02-7508; -7401; and -7398), a historical cemetery (50-80-02-7795), and human burials (50-80-02-7511; and -7399). The AMP outlines the fieldwork methods, laboratory analyses, and the protocols to be followed prior to, during, and after the completion of the proposed project.

Over time property boundaries and ownership are subject to change within the current project area; this AMP shall be used for any ground disturbing work conducted within the project area, regardless of land owner. Each calendar year Continental Pacific, LLC shall submit an archaeological monitoring report (AMR) documenting all ground disturbing activities conducted on properties owned by Continental Pacific, LLC. If within a calendar year Continental Pacific, LLC does not conduct ground disturbing activities within the project area, a letter indicating this shall be submitted to the SHPD in place of an annual AMR.

As indicated in the AMP, Continental Pacific, LLC shall notify buyers in writing at or before the time of sale that it becomes the landowners responsibility to retain a qualified archaeological monitor for any ground-disturbing activities conducted on their property and that the landowner is required to submit an archaeological monitoring report (AMR) to the SHPD upon completion of their project. The archaeological monitor shall carry out archaeological monitoring and reporting under the guidelines outlined in the subject AMP. The AMP stipulates the following:

- A pre-construction briefing will be conducted prior to construction activities;
- An archaeologist will monitor all ground disturbing activities and document historic properties when encountered;
- In the event that non-burial historic properties are identified during monitoring the archaeologist shall have the authority to temporarily suspend construction activities in the area of the find to allow the

Bo Avrett  
June 30, 2017  
Page 3

archaeologist to identify and appropriately document the non-burial find in accordance with reporting requirements specified in HAR §13-279. SHPD archaeologists shall be consulted regarding the identification, appropriate documentation, and assessment of the site significance; and

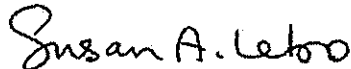
- In the event that human remains (burials or isolated, displaced skeletal elements) are inadvertently encountered, all work will cease in the vicinity of the find, the area and human remains will be secured, and the archaeologist will immediately notify the SHPD and compliance and procedures outlined in HAR §13-300-40 will be followed.

**The archaeological monitoring plan is accepted.** Please send one hardcopy of the document, clearly marked FINAL, along with a text-searchable PDF version to the Kapolei SHPD office, attention SHPD Library.

**The SHPD requests to be notified at the start of archaeological monitoring.** Upon completion of archaeological monitoring fieldwork, SHPD looks forward to reviewing an archaeological monitoring report meeting the requirements of HAR §13-279-5.

Please contact Stephanie Hacker at (808) 692-8046 or at [Stephanie.Hacker@hawaii.gov](mailto:Stephanie.Hacker@hawaii.gov) for questions regarding archaeological resources or this letter.

Aloha,



Susan A. Lebo, PhD  
Archaeology Branch Chief

cc: James Niemann, R.M. Towill Corp. ([jim.n@rmtowill.com](mailto:jim.n@rmtowill.com))  
Sharon Nishiura, Department of Planning and Permitting, Subdivision Branch ([Snishiura@honolulu.gov](mailto:Snishiura@honolulu.gov))  
Morgan Davis, Scientific Consultant Services, Inc. ([morgan@scshawaii.com](mailto:morgan@scshawaii.com))

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