

R-369

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

FEB 24, 2005 08:01 AM

Doc No(s) 2005-037242



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$1530.00

20 1/3 Z6

LAND COURT SYSTEM

REGISTRY SYSTEM

After Recording, Return By [unclear]

David Jay Ohanian  
Kimberly Ohanian  
1509 Vivaldi  
Cardiff By The Sea, CA 92007



Escrow No. 6827000941-VK  
Total Pgs. 10

① pb

TMK No. (2) 4-2-1-24 (CPR 68)

APARTMENT DEED

THIS DEED, made this 7th day of February, 2005, by NANCY MOON CHO, wife of Charlie Cho, and BRIAN HYUN CHO, a married man, whose address is 552 Farview Avenue, Wyckoff, New Jersey 07481, hereinafter called the "Grantor", in favor of DAVID JAY OHANIAN and KIMBERLY OHANIAN, husband and wife, whose address is 1509 Vivaldi, Cardiff By The Sea, California 92007, hereinafter called the "Grantee",

WITNESSETH:

That in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, as Joint Tenants, all of the Grantor's right, title and interest in and to that certain property described in Exhibit "A" attached hereto and made a part hereof.

RECORDER'S MEMO  
Document Text NOT Legible For Digital Imaging

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therein, unto the Grantee, as aforesaid, in fee simple.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is seized of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may be specifically set forth herein; that the Grantor has good right to sell and convey said property, as aforesaid; and, that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

The Grantee does hereby covenant and agree, for the benefit of the owners from time to time of all other apartments in the Horizontal Property Regime described in Exhibit "A", to observe and perform at all times all of the terms, covenants, conditions, restrictions, easements, encumbrances and any other provisions set forth in the Declaration(s) and By-Laws referred to in Exhibit "A", and the Condominium Map referred to in Exhibit "A", and in all rules and regulations which from time to time may be duly promulgated pursuant to said Declaration(s) and By-Laws, which provisions are and shall constitute covenants running with the land and equitable servitudes to the extent provided by law and set forth in said instrument(s), as the same may from time to time be amended, on the Grantee's part to be observed and performed as and when required to do so, and to indemnify and hold and save harmless the Grantor from any failure so to observe and perform any of such terms, covenants, conditions and restrictions.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust and assigns. The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee and the Grantee's heirs, personal representatives, successors, successors in trust and assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals, partnerships, trustees or corporations, and their and each of their respective heirs, personal representatives, successors, successors in trust and assigns, according to the context thereof.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto.

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

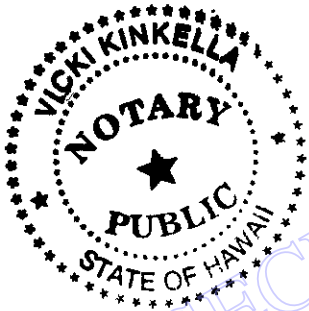
*Nancy Moon Cho*

\_\_\_\_\_  
NANCY MOON CHO

SECRET OF KOREA  
AN CHI YONG

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 7th day of February, 2005, before me personally appeared NANCY MOON CHO, to me known (or proven to me) to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



[Signature]

Notary Public, State of Hawaii  
Second Judicial Circuit

**VICKI KINKELLA**  
My commission expires 6/27/08

My commission expires: \_\_\_\_\_

SECRET OF KONG  
AN CHU KONG

*Brian Hyun Cho*

BRIAN HYUN CHO

"Grantor"

STATE OF HAWAII

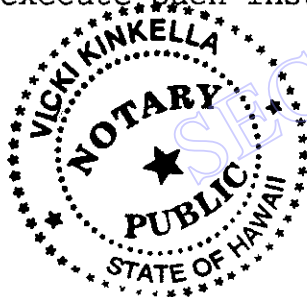
)

) SS.

COUNTY OF MAUI

)

On this 7th day of February, 2008, before me personally appeared BRIAN HYUN CHO, to me known (or proven to me) to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



*[Signature]*

**VICKI KINKELLA**  
My commission expires 6/27/08

Notary Public, State of Hawaii  
Second Judicial Circuit

My commission expires: \_\_\_\_\_

EXHIBIT "A"

FIRST: Apartment No. 24B-1,2 of that certain Condominium Project known as "BAY VILLAS", as shown on Condominium Map No. 488, and described in the Declaration of Horizontal Property Regime dated January 14, 1977, recorded January 25, 1977 in the Bureau of Conveyances of the State of Hawaii in Liber 11975, page 242, as amended.

TOGETHER WITH appurtenant easements as follows:

(a) Non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of said Apartment; in the other common elements for use according to their respective purposes.

(b) Exclusive easements to use other limited common elements appurtenant thereto designated for its exclusive use by the Declaration, as amended.

SECOND: An undivided 0.964270% interest in all common elements of the Project and in the land upon which said Project is located as established for said Apartment by the Declaration, as amended, or such other percentage interest as hereinafter established for said Apartment by any amendment of the Declaration, as tenant in common with the other owners and tenants thereof.

Being all the property described in Apartment Deed dated December 31, 1990, recorded January 7, 1991 in said Bureau of Conveyances as Document No. 91-001529.

The land(s) upon which said Condominium Project is located being described in said Declaration of Horizontal Property Regime dated January 14, 1977, recorded January 25, 1977 in the Bureau of Conveyances of the State of Hawaii in Liber 11975, page 242, as amended.

SUBJECT, HOWEVER, to the following:

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

2. As to the portion of the land herein described bordering on the ocean:

The effect of Sections 205A-41 to 205A-46, inclusive, and Sections 205A-48 and 205A-49, Hawaii Revised Statutes, as now or hereafter amended, pertaining to shoreline setbacks.

Any adverse claim of the State of Hawaii based upon the contention that some portion of the land hereinafter described lies seaward of the line of vegetation, pursuant to the ruling of County of Hawaii vs. Sotomura 55 Haw. 176 (1973).

3. Declaration, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, dated December 29, 1976, recorded in said Bureau of Conveyances in Liber 11922, page 26.

Said Declaration was amended by the following instruments:

Dated: Liber: Page:

August 15, 1985 19005 629  
September 30, 1987 21185 173

Dated: Document No.:

April 5, 1990 90-049427

4. Condominium Map No. 488 filed in the Bureau of Conveyances, State of Hawaii.

5. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and By-Laws as set forth in the Declaration of Horizontal Property Regime, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, dated January 14, 1977, recorded January 25, 1977 in said Bureau of Conveyances in Liber 11975, page 242.

Said Declaration was amended by the following instruments:

Dated: Liber: Page:

January 14, 1977 11975 342  
April 21, 1978 12859 618  
March 6, 1979 13542 532  
October 29, 1980 15126 221  
November 20, 1989 23929 428  
November 20, 1989 23929 431

Dated: Document No.:



May 13, 1991	91-063708
November 9, 1992	92-188609
July 1, 1997	97-099299
September 1, 1998	98-153123

Restated Declaration of Condominium Property Regime, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, dated May 30, 1991, recorded June 5, 1991 in said Bureau of Conveyances as Document No. 91-073094.

Restated By-Laws of the Association of Apartment Owners of Bay Villas, dated May 30, 1991, recorded June 5, 1991 in said Bureau of Conveyances as Document No. 91-073095.

Restated Declaration of Condominium Property Regime, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, dated October 30, 1991, recorded November 22, 1991 in said Bureau of Conveyances as Document No. 91-160873.

Second Restated Declaration of Condominium Property Regime, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant, (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, dated December 13, 1993, recorded December 20, 1993 in said Bureau of Conveyances as Document No. 93-210925, to which reference is hereby made.

Said Second Restated Declaration of Condominium Property Regime was amended by instrument dated February 10, 2004, recorded in said Bureau of Conveyances as Document No. 2004-030115.

Restated By-Laws of the Association of Apartment Owners of Bay Villas, dated October 30, 1991, recorded November 22, 1991 in said Bureau of Conveyances as Document No. 91-160874, to which reference is hereby made.

Second Restated By-Laws of the Association of Apartment Owners of Bay Villas, dated December 13, 1993, recorded December 20, 1993 in said Bureau of Conveyances as Document No. 93-210926, to which reference is hereby made.



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

6. Grant of Easement dated July 20, 1978, recorded in said Bureau of Conveyances in Liber 13033, page 766, in favor of the United States of America, granting an easement for perpetual purposes.

7. Grant of Easement dated May 7, 1976, recorded in said Bureau of Conveyances in Liber 11443, page 479 in favor of Maui Electric Company, Limited, and Hawaiian Telephone Company, granting an easement for utility purposes.

Subordination Agreement and Consent dated May 3, 1978, recorded June 25, 1978 in said Bureau of Conveyances in Liber 13034, page 1.

The foregoing Agreement was subordinated to that certain Grant of Easement recorded in Liber 13033, page 766.

8. Grant of Easement dated November 17, 1988, recorded November 22, 1988 in said Bureau of Conveyances in Liber 22586, page 751 in favor of United States of America, granting an easement for sewage disposal lines and pumps.

9. Grant Easement dated November 17, 1988, recorded November 22, 1988 in said Bureau of Conveyances in Liber 22586, page 768 in favor of Kapalua Waste Treatment Company, Ltd., granting an easement for water tank, filter plant and water transmission lines.

10. Right of Entry Agreement dated March 21, 1989, recorded April 18, 1989 in said Bureau of Conveyances in Liber 23080, page 293 in favor of Kapalua Land Company, Ltd., a Hawaii corporation, granting Beach Access Stairs.

11. Private Water System Agreement dated March 14, 1996, recorded August 13, 1996 in said Bureau of Conveyances as Document No. 96-116456, by and between Board of Directors of the Association of Apartment Owners of The Bay Villas, Inc., Kapalua Water Company, a Hawaii corporation, and Department of Water Supply of the County of Maui, re: private water system.

12. Terms, provisions and conditions as contained in the original Apartment Deed and the effect of any failure to comply with such terms, provisions and conditions.

13. Any and all easements encumbering the apartment herein mentioned, and/or the common interest appurtenant thereto, as created by or mentioned in said Declaration, as said Declaration may be amended from time to time in accordance with the law and/or in the original Apartment Deed, and/or as delineated on said Condominium Map.

END OF EXHIBIT "A"

SECRET OF KOREA  
AN CHI YONG