



Oceanfront Luxury



Living: 3,821 SQ. FT.
Gross Usable: 6,765 SQ. FT.



Bedrooms: 4
Bathrooms: 3



35,000 GAL
Resort Lagoon Pool w/Spa



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Section 1
Property Information



LOCATION: 404J Inalado Road, Chalan Pago-Ordot, Guam, USA 96910

DESCRIPTION: (3) Tier Ocean Luxury Executive Home, Move in Ready and Fully Furnished, 3,821± Sq. Ft. Living space and 2,944 Sq. Ft. of non living areas (total combined area of 6,765 Sq. Ft.) 4 Bedrooms, including the 3rd-Tier Owner's Suite with Full Glass-Wall Panoramic View of the Bay and Expansive Spa Bath. Plus a uniquely-designed, large high-ceiling lofted bedroom, 3 Full Bathrooms total and Oversized 2-Car Garage (Garage Door & Opener-Ready) on a 8,665± Sq. Ft. Premium Pago Bay Estates Cliffline Lot (1 of 4). This home includes Formal Living Room, Formal Dining Room, Entertainment Room, Gourmet Kitchen with Premium Appliances, Breakfast Nook and Breakfast Bar Dining Area, AMAZING sunrise & sunset, 180° Panoramic Balcony and Gazebo Views surrounded by 35,000 Gallon Fully-Tiled Winding Lagoon/10-Foot Drop Grotto Resort-Style Pool (Non-Chlorinated/Non-Salt) with High-Tech/Low-Maintenance New Technology Ionizing System. Includes a Large Private

Multi-Use 5th Bedroom attached to the Garage Door-Ready Carport. Pago Bay Estates is a 16-Home Community with Private Owner-Access to Neighborhood Beach and Party Area right on Pago Bay.

PROPERTY ID: 1629277962

TAXES: \$1,343.00 (2022). PLEASE NOTE THAT THIS PROPERTY MAY BE REASSESED UPON PURCHASE

UTILITIES:

Water:	Guam Waterworks Authority
Sewer:	Guam Waterworks Authority
Storm:	Government of Guam
Power:	Guam Power Authority
Gas:	Propane
Phone:	GTA Teleguam
Internet:	GTA Teleguam
CATV:	Providers are Docomo Pacific and GTA Teleguam, but the Homeowner is receiving television through the Internet

ZONING: Guam Government: R-1 – Single Family Residence

SCHOOLS:

Elementary:	Ordot Elementary School
Middle:	Agueda Johnson Middle School
High:	George Washington High School

HOSPITALS: Guam Memorial Hospital (Public); Naval Base-Guam (Military)

SHOPPING: Groceries: Payless Supermarket, Cost-U-Less; Hagatna and Tumon Bay Shopping Areas are extensive. Major retailers include Macy's, K-Mart and Home Depot

TERMS: See Terms, Conditions and Details in the following Section.

Information Disclaimer

The data provided in this Property Information Package was compiled from a number of sources, including the public records and the seller, as a courtesy to the potential buyer. It is NOT intended to include all of the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential buyer should not rely upon the information provided as his sole source of due diligence material. It is each buyer's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller make any warranty or representation as to the validity or accuracy of any information provided.

PROPERTY FEATURES

(3) Tier Ocean Cliffline Executive Home – **3,821± square feet**
 Outdoor Entertainment & Usable Living Space – **2,944± square feet**
 (Non-Inclusive of Large Lagoon, Waterfall and Pool Area)

Combined Space: 6,765± square feet

Land Area: 8,665± square feet

1st Tier Level: Home Entry/Stairs/Large 1st Private Garden Bedroom & Full Bath

2nd Tier Level: Dual-Use Sitting Room, Quest 2nd Bedroom, Full Bath, Kitchen, Dining, Entertainment, High Open Vaulted Ceiling Living Room, Expansive Lagoon Pool, Massive Waterfall, Gazebo Grilling & Lounge, Small Breakfast Area, Large Food Dining Breezeway, Small Basketball Area.

3rd Tier Level: Upper Master Bedroom Suite, Private Bar & Reading Space, Expansive Glass Wall Ocean View, Private Balcony, Large Jetted Bathtub, Dual Shower, Laundry Room, Large Lofted 4th Bedroom

Detached Private

Off-Carport Room: Multi-Use for Office, Exercise Room or Man Cave

Residence and Outdoor Entertainment & Usable Living Space Areas*:

Net Living Area	SQ. FT.	Usable Outdoor Areas	SQ. FT.
Level 1 – Tier 2:	1,533	Level 1	564
Level 2 – Tiers 1 & 3:	2,288	Level 2	1,040
Total:	3,821	Gazebo Area	374
		Multi-Use Bonus Room	256
		2-Car Garage Door-Ready Carport	430
TOTAL GROSS		Potential Dual-Trailer Jet Ski Parking	154
SQUARE FOOTAGE:	6,765	Garden Walkway Slab	126
		*Total:	2,944

*Note: Non-Inclusive of Large Lagoon, Waterfall and Pool Area

KEY WINDOW GLAZING FEATURES:

- Massive tempered glass windows and double doors
- Master Bedroom Master Bathroom, Living Room, Kitchen and Dining Room have Pacific Ocean and/or Pago Bay views
- Large 1st Garden Bedroom (Large Double Door (Private Entry), Multiple Light Sources
- Dual-Use 2nd Sitting-Guest Bedroom (Large Bay Window designed for additional seating, View of Lagoon Pool & Waterfall)
- Master Suite 3rd Bedroom (Massive Breathtaking Full Pago Bay and Pacific Ocean Views plus Private Sitting Area. Full Tempered Glass Wall & Multiple Sources of Light.
- Formal Dining with Inside/Outside Tri-Fold Slider: Opens to Pool-Waterfall Sound
- High Open Vaulted Living Room with Stunning Vaulted Ceiling w/Large Ceiling Fan above, Multiple Massive Tempered Glass Windows and Double Doors Throughout.

SKYLIGHTS INCLUDE:

- | | |
|---|-----------|
| • Guest entry (Tier 1) | 1 |
| • Large 1 st Garden Bedroom (Tier 1) | 1 |
| • Garden Bedroom Full Bath (Tier 1) | 1 |
| • Lofted Bed 4 th Bedroom/Office (Tier 3) | 1 |
| • Master Suite 3 rd Bedroom (Tier 3) | |
| • 20 ft. Expansive Tempered Glass Wall | |
| • (Looks into Vaulted Living Room & | |
| • Direct Pago Bay/Pacific Ocean View | 1 |
| • Skylights above Master Bed | 2 |
| • Master Suite Expansive Bath Area | |
| • Master Suite Toilet | 1 |
| • Dual Elevated Opaque Sink Area | 1 |
| • 3-Person Jetted Bathtub (directly above) | 1 |
| • Laundry Room | 1 |
| • Detached Private Off-Garage Room
(Multi-Use for Office, Bedroom, Exercise, Man
Cave or Gardening Storage) | 2 |
| TOTAL: | 13 |

INSULATION & ENERGY-EFFICIENCY FEATURES INCLUDE:

- **Windows & Skylights have tempered glass with high-end 3M UV protection (clear and tinted, with thick commercial-grade ocean blue tint, thick high-end aluminum housings.**
- **Roofs and Tier 3 bedrooms have high-end long-live Polyvinyl UV reflecting coating.**
- **Interior ceiling has thick 4x6 insulation panels to provide excellent thermal, acoustic and fire resistance.**
- **Fujitsu split high SEER-rating air conditioning units.**
- **Sloped heat deflective-designed master bedroom/vaulted living room roof.**
- **(2) High CFM, 90% air efficient fans with special curved blades designed for slow movement yet maximum heat displacement rising in large rooms or high ceilings.**
- **Passive heat design: long/wide Breezeway plus adjacent Lagoon Pool wrapping east and southeastern sides, prevents high tropic heat from early sunrise to 3PM sun exposure.**
- **Passive heat design & landscaping: entry and garage pergolas with Bougainvillea growing tropical trees against western walls.**
- **Passive design and garden on west side plus landscaping.**
- **Hidden pitched roof over detached garage designed for any future solar panels, as could the larger north facing vaulted roof over Master Suite/Living Room.**
- **60K full house backup generator with switching manually.**
- **Future planned energy storage battery bank: using the west sloped butler tin roof generator pad and maintenance supply area (121 sq. ft.) above the added room (254 sq. ft) directly behind garage door-ready carport and accessible from broad stairs on poolside or carport could house one using existing 2x4 shelves.**
- **154 sq. ft. concrete pad along garage door-ready carport north side, designed for Jet Ski parking.**
- **New large propane tank (Gorilla Coated for anti-rust/white epoxy heat-resistant paint)**
- **Basketball frame (300 sq. ft. area) Gorilla Coated for anti-rust long life.**
- **Closed foam spray over block pool pump/waterfall feature, preventing water leakage into rock façade.**
- **Eco-smart pool copper-infused sanitizer, only minimal chlorine at times for bacteria/algae killer.**
- **High-end foldable aesthetic white new storm shutters for all windows & doors for keeping closed for UV or keeping heat out for high sun protection, as desired.**
- **Complete pool gutter system surrounding home to prevent blowing high rain water entry, during storms.**
- **Whole home Voltage Monitoring with Auto Overload/Protected Cut-off/Reset**
- **Pool Pump Equipment Voltage - Monitoring with Auto Protection**
- **(2) New High End Variable Speed Pool Pumps for 90% Electrical Bill Reduction**

VENTILATION FEATURES:

Split Unit Air Conditioning Units:

Fujitsu High-SEER with Warranties

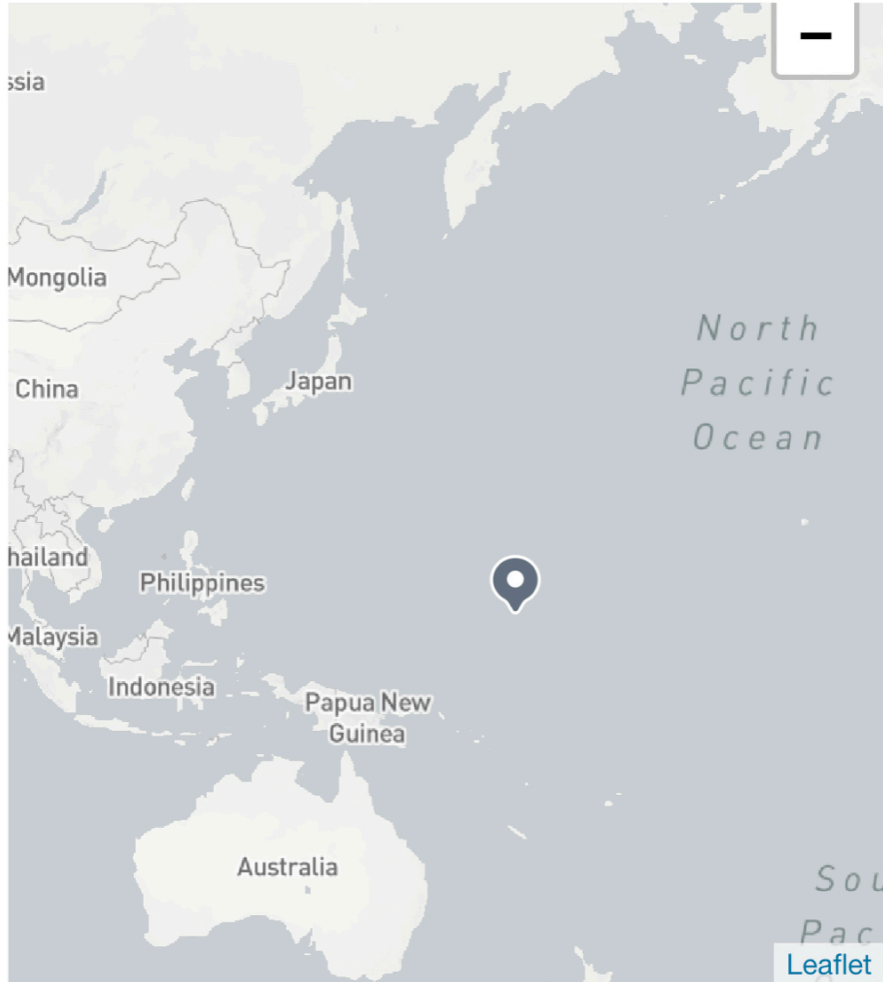
• Large 1 st Garden Bedroom	1
• Dual-Use 2 nd Sitting Guest Room	1
• Master Suite 3 rd Bedroom	1
• Large Lofted Bed/Office 4 th Bedroom	1
• Master Bath	1
• Entertainment Room	1
• Formal Dining with Inside/Outside Tri-Fold Slider for Pool-Waterfall sound access	1
• High Vaulted 2-story Living Room	1
• Private Detached Multi-Use Room	1
• Breakfast Nook	1
• Additional Off-Garage Room	1
TOTAL:	11

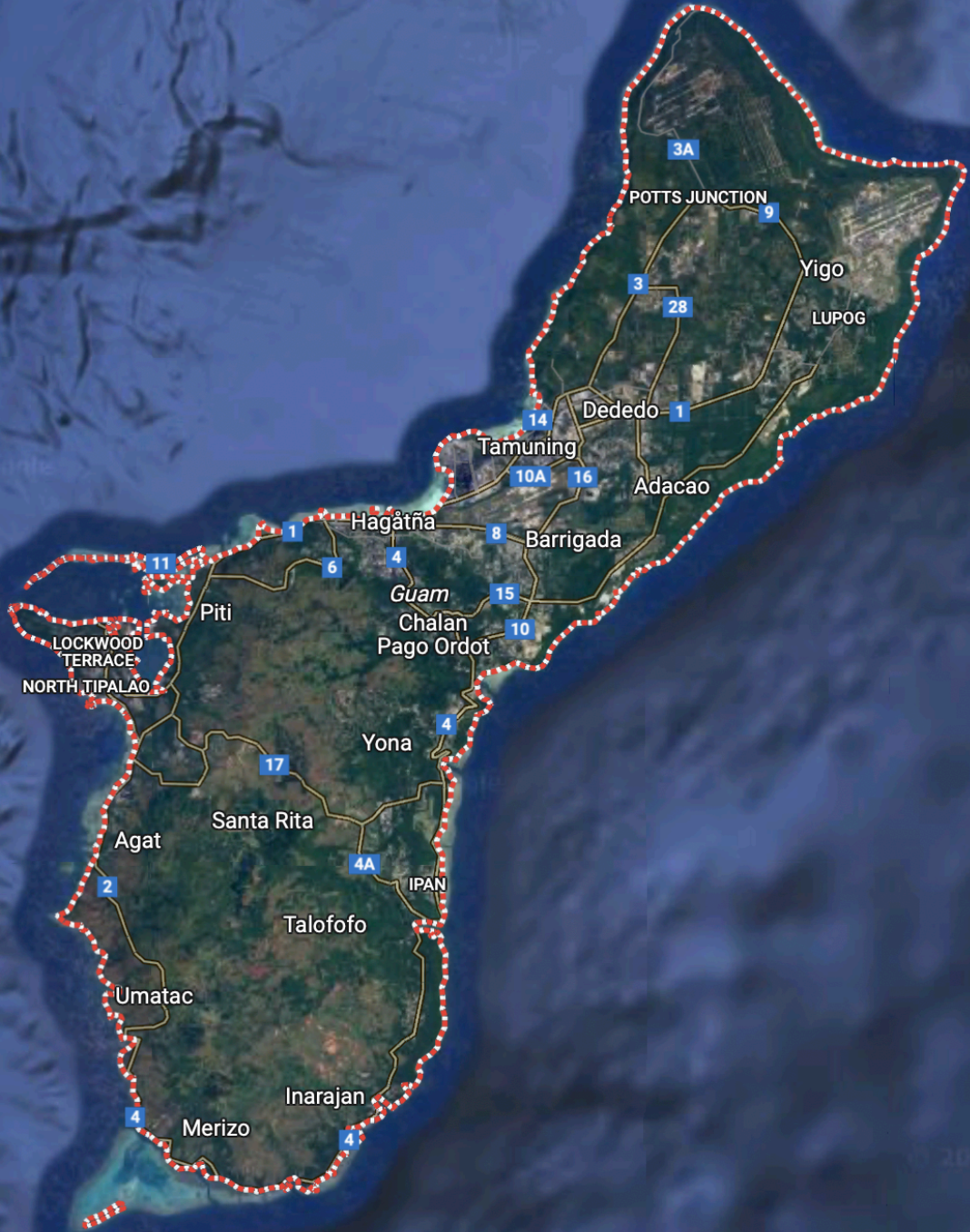
Ceiling Fans:

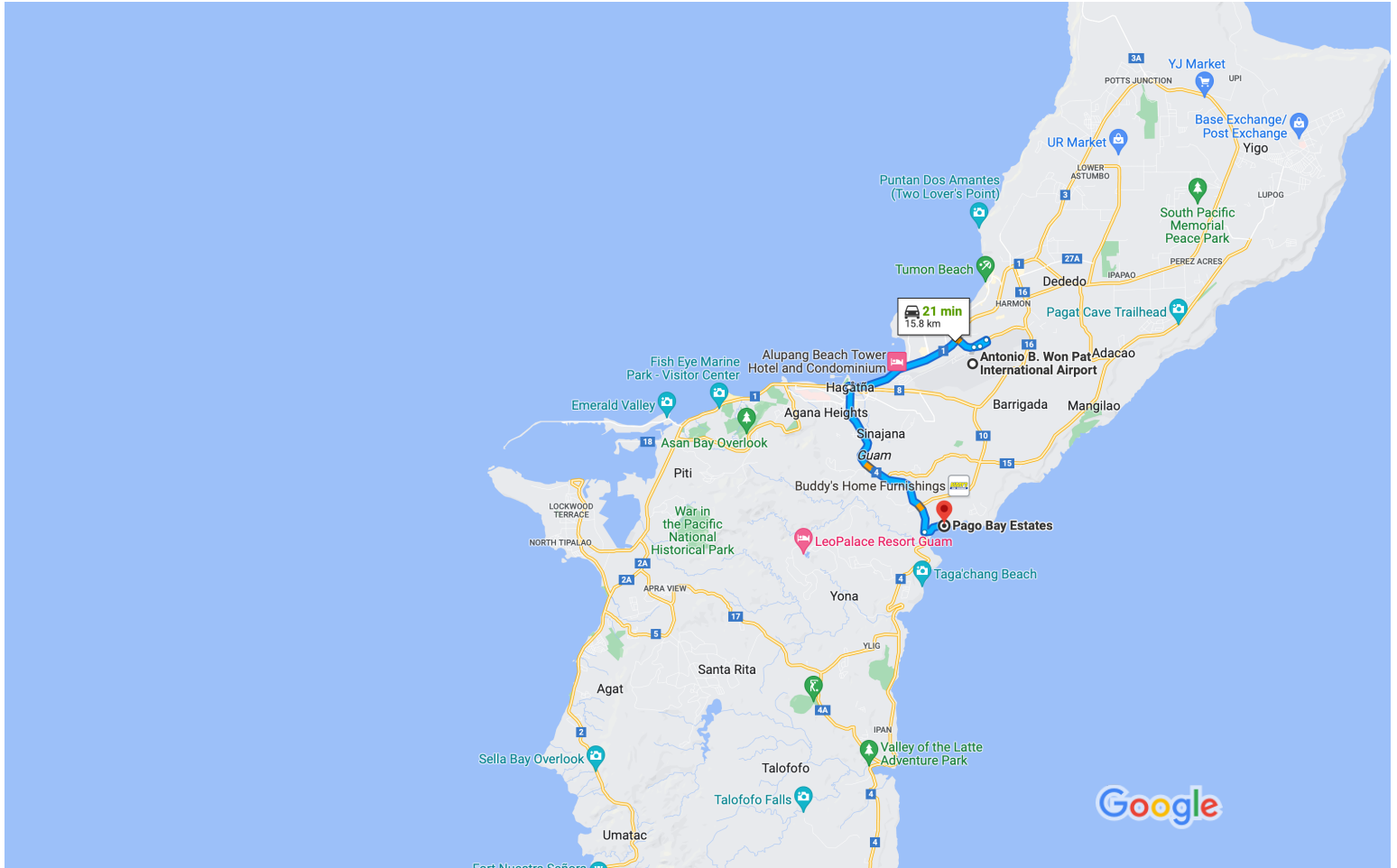
• Large 1 st Garden Bedroom	1
• Dual-Use 2 nd Sitting-Guest Bedroom	1
• Master Suite 3 rd Bedroom – Tropical Leaf Style	3
• Large Loft Bed/Office 4 th Bedroom	1
• Entertainment Room	1
• Formal Dining with Inside/Outside Tri-Fold Slider for Pool-Waterfall sound/access	1
• High Vaulted 2-story Living Room	1
• Ocean Gazebo/Lounge/Grilling Area	1
• Large Breezeway Outdoor Dining Area	1
• Private Detached Multi-Use Room	1
TOTAL:	12

Section 2

Street & Aerial Maps











Antonio B. Won Pat International Airport

355 Chalan Pasaheru B224-A, Tamuning, 96913, Guam





Take Route 10A to N Marine Dr/S Marine Corps Dr/Rte 1

6 min (2.1 km)

-  1. Head east on Chn Pasaheru
260 m
-  2. Slight left
400 m
-  3. Turn left onto Tiyan Pkwy/Route 10A
 Continue to follow Route 10A
1.4 km



Follow S Marine Corps Dr/Rte 1 and Chalan Canton Tasi/N Chalan Kanton Tasi/Route 4 to Inalado Rd/Justice Monessa Lujan Rd in Chalan Pago Ordot

17 min (12.8 km)

-  4. Turn left onto N Marine Dr/S Marine Corps Dr/Rte 1
 Continue to follow S Marine Corps Dr/Rte 1
5.0 km
-  5. Slight right onto Paseo Loop
180 m
-  6. Continue onto Chalan Canton Tasi/N Chalan Kanton Tasi/Route 4
7.6 km

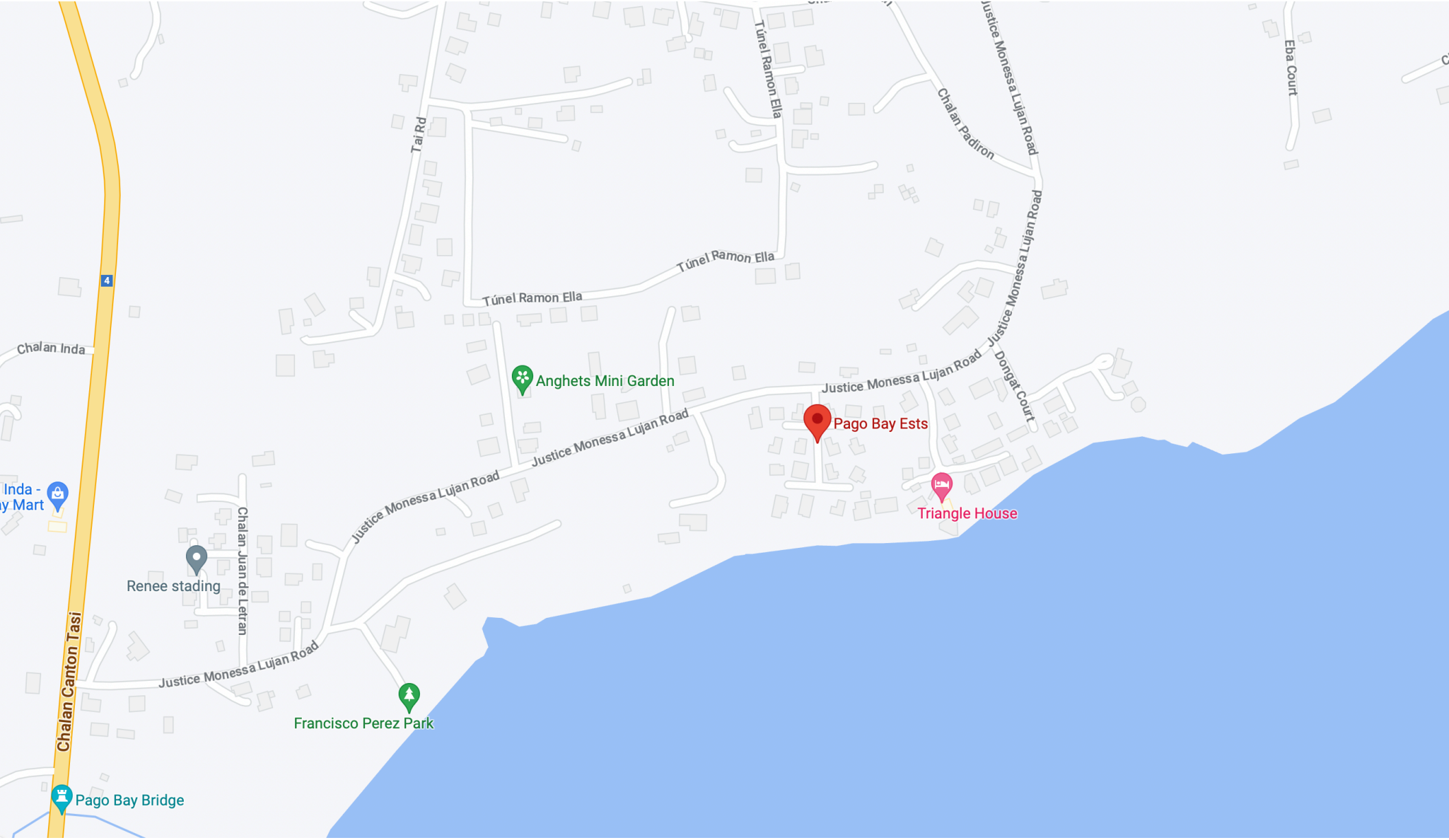
Follow Inalado Rd/Justice Monessa Lujan Rd to Pago Bay Ests

2 min (1.0 km)

-  7. Turn left onto Inalado Rd/Justice Monessa Lujan Rd
950 m
-  8. Turn right onto Pago Bay Ests
58 m

Pago Bay Ests

Chalan Pago Ordot, Guam



Chalan Canton Tasi

4

Chalan Inda

Inda - y Mart

Renee stading

Chalan Juan de Letran

Francisco Perez Park

Anghets Mini Garden

Pago Bay Ests

Triangle House

Tai Rd

Túnel Ramon Ella

Túnel Ramon Ella

Chalan Padiron

Justice Monessa Lujan Road

Justice Monessa Lujan Road

Justice Monessa Lujan Road

Justice Monessa Lujan Road

Justice Monessa Lujan Road

Dongat Court

Eba Court

Pago Bay Bridge



Justice Monessa Lujan Road

Justice Monessa

Chalan Kantan Tasi

Chalan Kantan Tasi

Pago Bay Ests

Pago Bay Ests

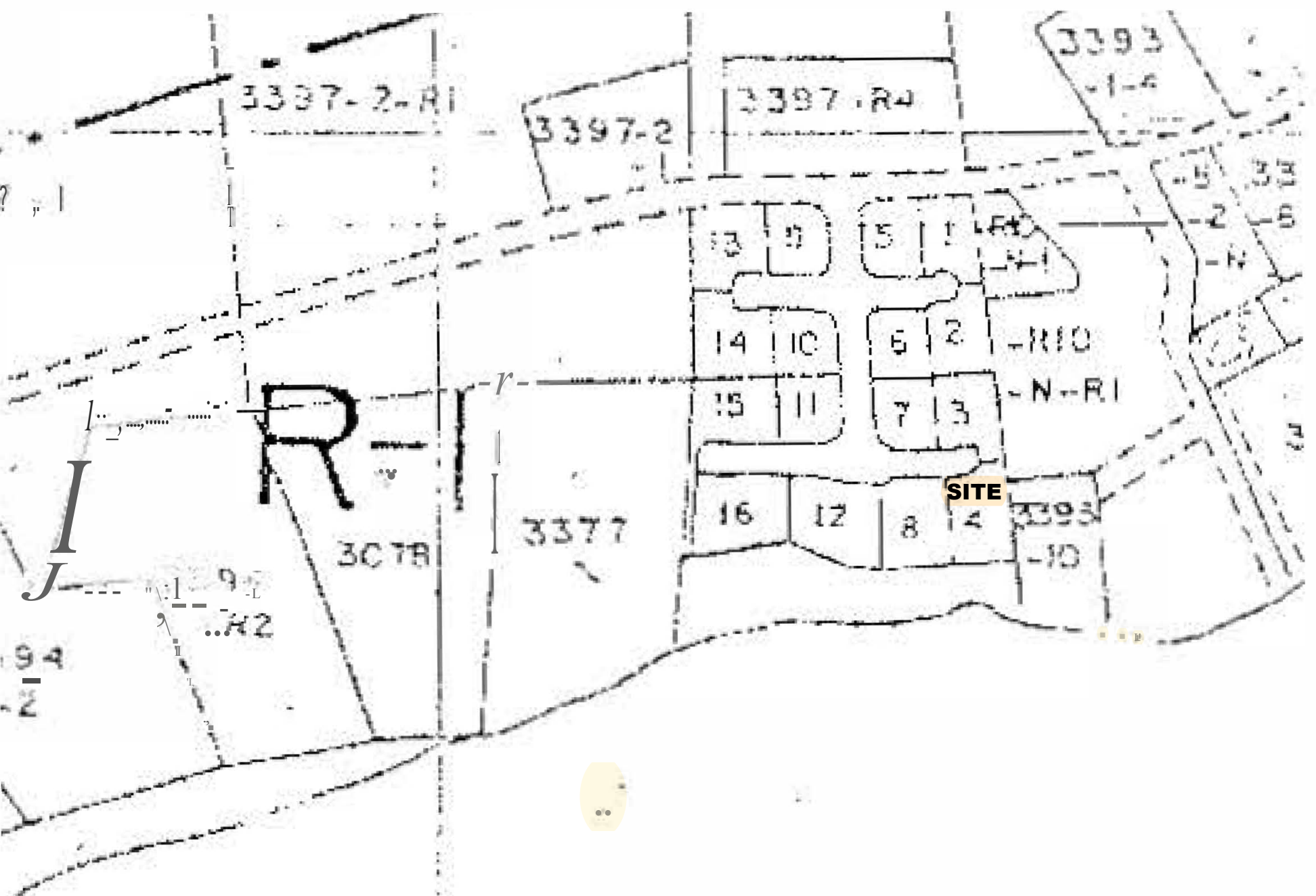
Chalan Nana Ning

SITE

Triangle House

Section 3

Zoning Map



3397-2-R1

3397-2

3397-R4

3393

-1-a

3393
-1-b
-2
-3
-4

13 9

5 1 -R10
-4-1

14 10

6 2 -R10

15 11

7 3 -N-R1

R

SITE

16

12

8

3393

-10

3078

3377

I
J

9
..R2



Section 4

Site Plan & Architectural Plans

NET LIVING AREA: 3,821 SF
 LEVEL 1 - Tier 2: 1,533 SF
 LEVEL 2 - Tier 1 & 3: 2,288 SF

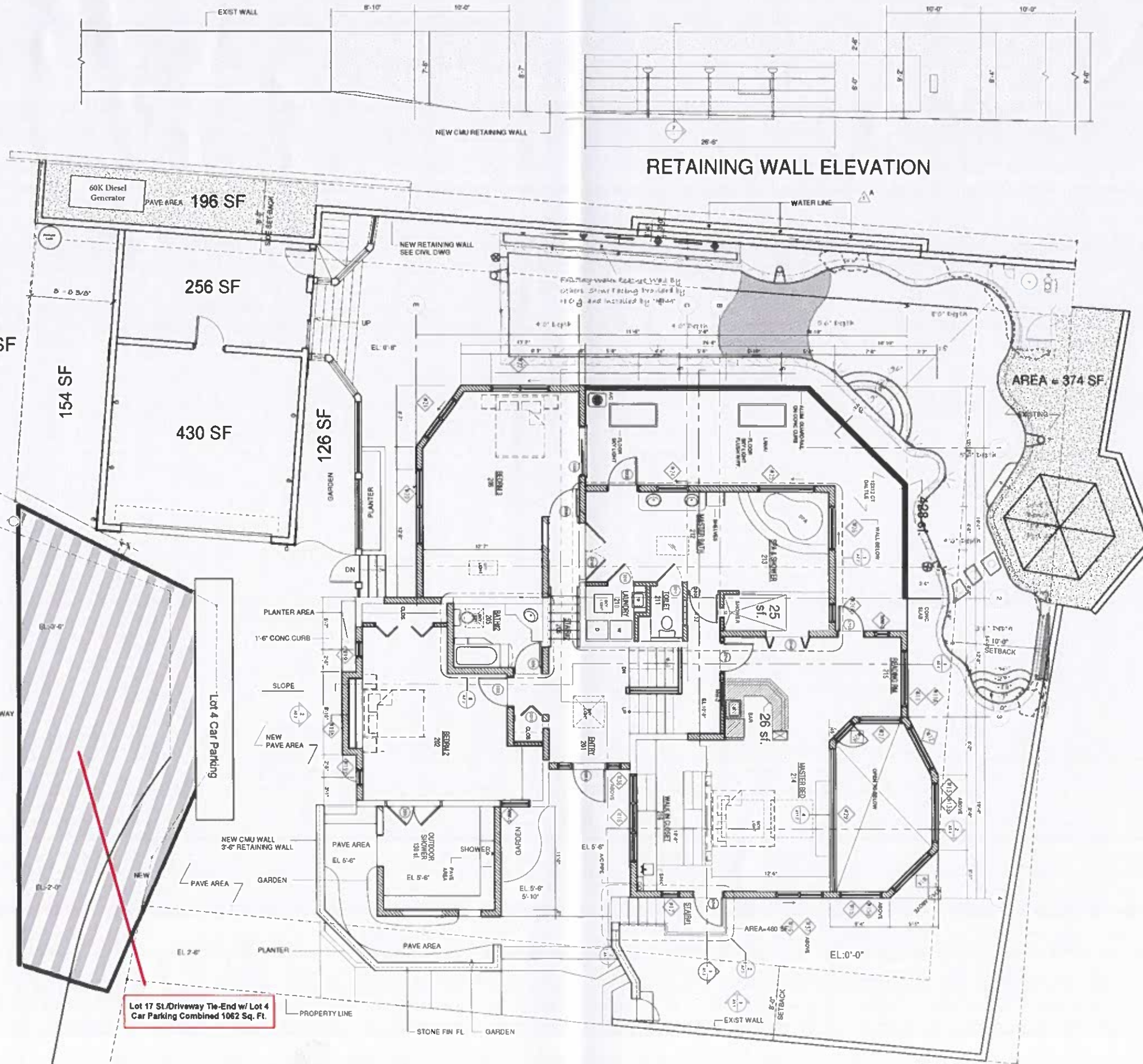
Subtotal Outdoor Space: 1,604 SF
 LEVEL 1: 564 SF
 LEVEL 2: 1,040 SF

GROSS AREA Subtotal: 5,425 SF
 LEVEL 1 GROSS: 2,097 SF
 LEVEL 2 GROSS: 3,328 SF

Gazebo Area: 374 SF
 Multi-Use Bonus Room: 256 SF
 2 Car Garage Door
 Ready Carport: 430 SF
 Potential Jet-Ski
 (dual trailer) Parking: 154 SF
 Garden Walkway Slab: 126 SF
 SUBTOTAL: 1,340 SF

NET LIVING AREA: 3,821 SF
 USABLE OUTDOOR: 2,944 SF
 TOTAL GROSS: 6,765 SF

KWB



RETAINING WALL ELEVATION

1 SITE PLAN
 SCALE:

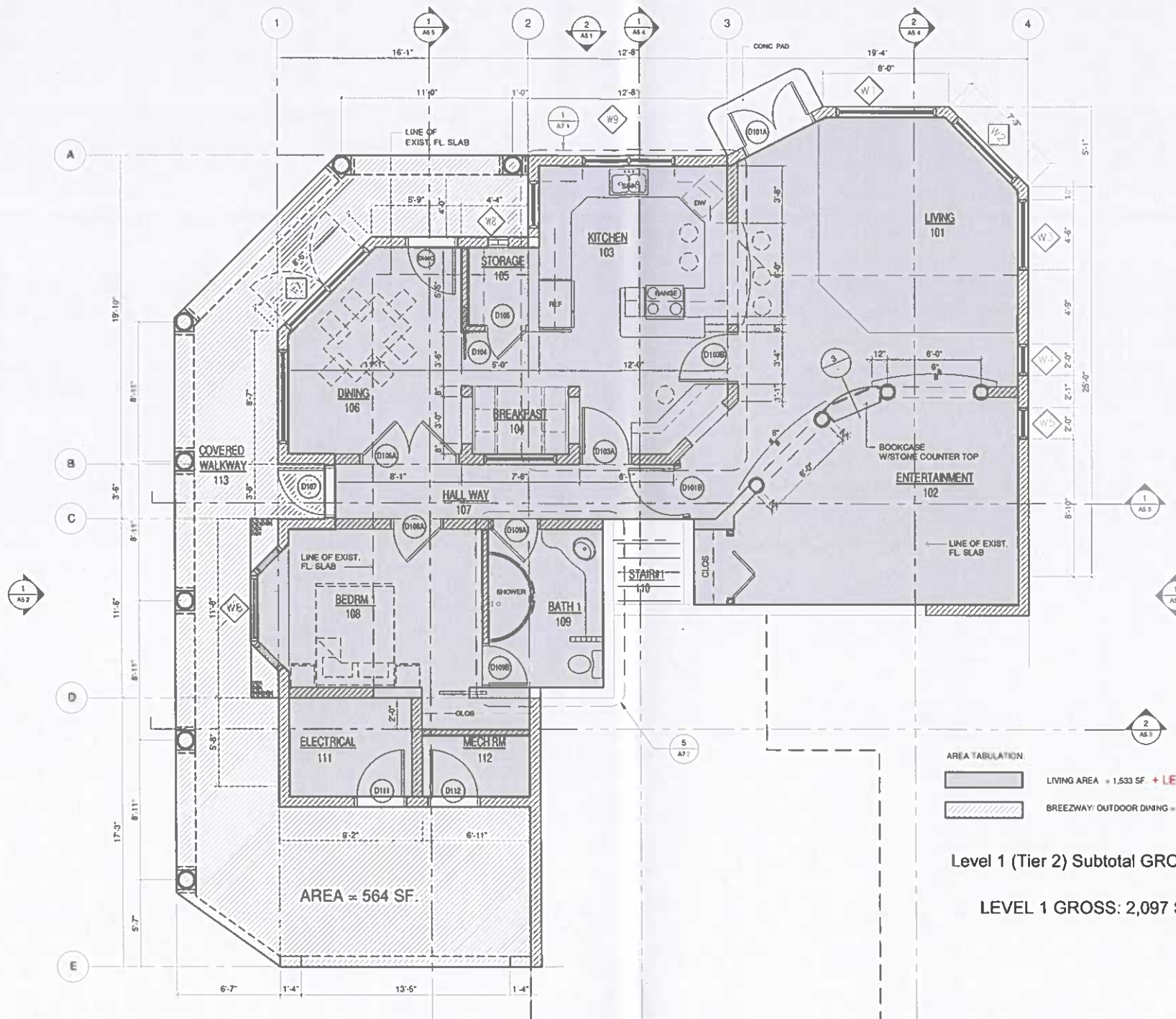
3/16" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

BOURGEOIS RESIDENCE

ISSUE / REVISIONS	DATE	ISSUE / REVISIONS	DATE

FILE NAME: _____
 DRAWN BY: _____
 DESIGNED BY: _____
 CHECK BY: _____
 DATE: _____
 DRAWING NUMBER: **A1.1**
 SHEET: _____ OF _____



AREA TABULATION

LIVING AREA = 1,533 SF. + LEVEL 2 Living Area: 2,288 SF = TOTAL Net Living Area: 3,821 SF
 BREEZWAY/ OUTDOOR DINING = 564 SF Usable Outdoor Space (added to Gross Area): 564 SF

Level 1 (Tier 2) Subtotal GROSS Usable Area: 2,097 SF

LEVEL 1 GROSS: 2,097 SF + LEVEL 2 GROSS: 3,328 SF = 5,425 SF

1 LEVEL 1 - TIER 2 (GROUND LEVEL)
SCALE: 1/4" = 1'-0"

HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

BOURGEOIS RESIDENCE

PROJECT TITLE

DRAWING TITLE

DATE	ISSUE / REVISIONS

FILE NAME: _____

DRAWN BY: _____

DESIGNED BY: _____

CHECK BY: _____

DATE: _____

DRAWING NUMBER **A2.1**

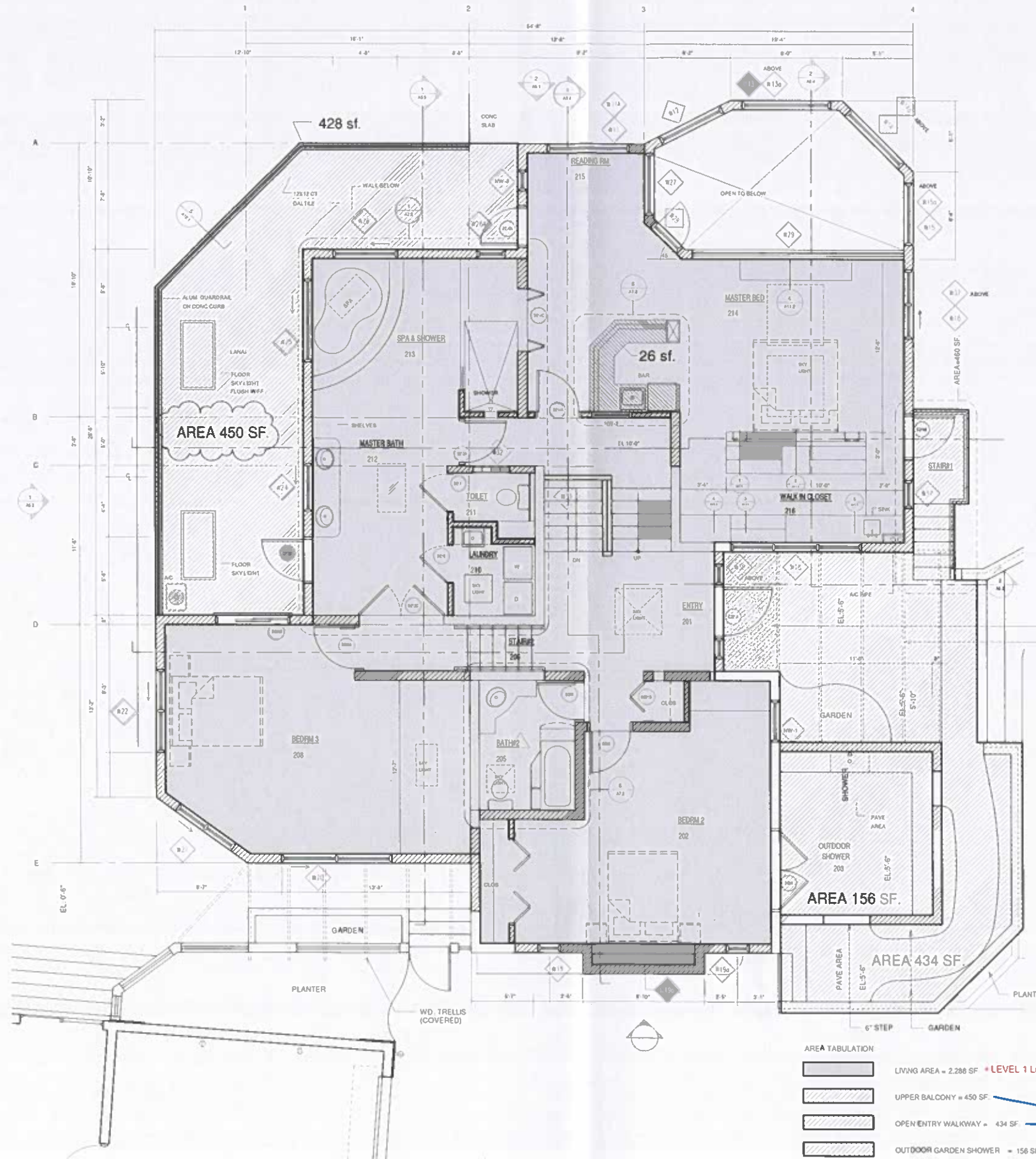
SHEET _____ OF _____

HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

BOURGEOIS RESIDENCE

PROJECT TITLE

DRAWING TITLE:



- AREA TABULATION**
- LIVING AREA = 2,288 SF * LEVEL 1 Living Area: 1,533 SF = TOTAL Net Living Area: 3,821
 - UPPER BALCONY = 450 SF
 - OPEN ENTRY WALKWAY = 434 SF
 - OUTDOOR GARDEN SHOWER = 156 SF

Usable Outdoor Space (added to Gross Area): 1,040 SF

Level 2 (Tier 1 & 3) Subtotal GROSS Usable Area: 3,328 SF

1 LEVEL 2 - TIER 1 & 3 (MASTER SUITE FLOOR)
SCALE: 1/4" = 1'-0"

LEVEL 1 GROSS: 2,097 SF + LEVEL 2 GROSS: 3,328 SF = 5,425

DATE	ISSUE / REVISIONS

FILE NAME: _____
 DRAWN BY: _____
 DESIGNED BY: _____
 CHECK BY: _____
 DATE: _____
 DRAWING NUMBER: **A2.2**
 SHEET: _____ OF _____

Section 5

Vacation Home Rental Information

Here are the steps to if you desire the Cliffside Paradise Villa to become a Short-Term Vacation Rental Home:

- 1) Obtain a business license – click [HERE](#) and fill it out and the accompanying Good Moral Character Questionnaire.
- 2) If you want to reserve a corporate name or DBA, call (671) 635-7621/1828/1829. For the application, click [HERE](#)
- 3) 11% Transient Occupancy Tax
- 4) 5% Gross Receipts Tax
- 5) Length of rental cannot exceed 30 consecutive days
- 6) Apply for a Short-Term Vacation Rental Certificate through Guam Dept. of Revenue & Taxation.
- 7) Obtain tax clearances from Guam Dept. of Revenue & Taxation, Income Tax, Accounts Receivable and Real Property Tax branches.
- 8) Since the property is zoned R-1, a Short-Term Vacation Rental use is considered a “Conditional Use” and a Conditional Use Permit is required.
- 9) The applicable law is in Guam Code Title 21, Chapter 61, Article 1, Sub-Article 2. A copy will be provided upon request.

The content provided here is for informational purposes only. It’s essential to seek legal guidance from a qualified attorney.

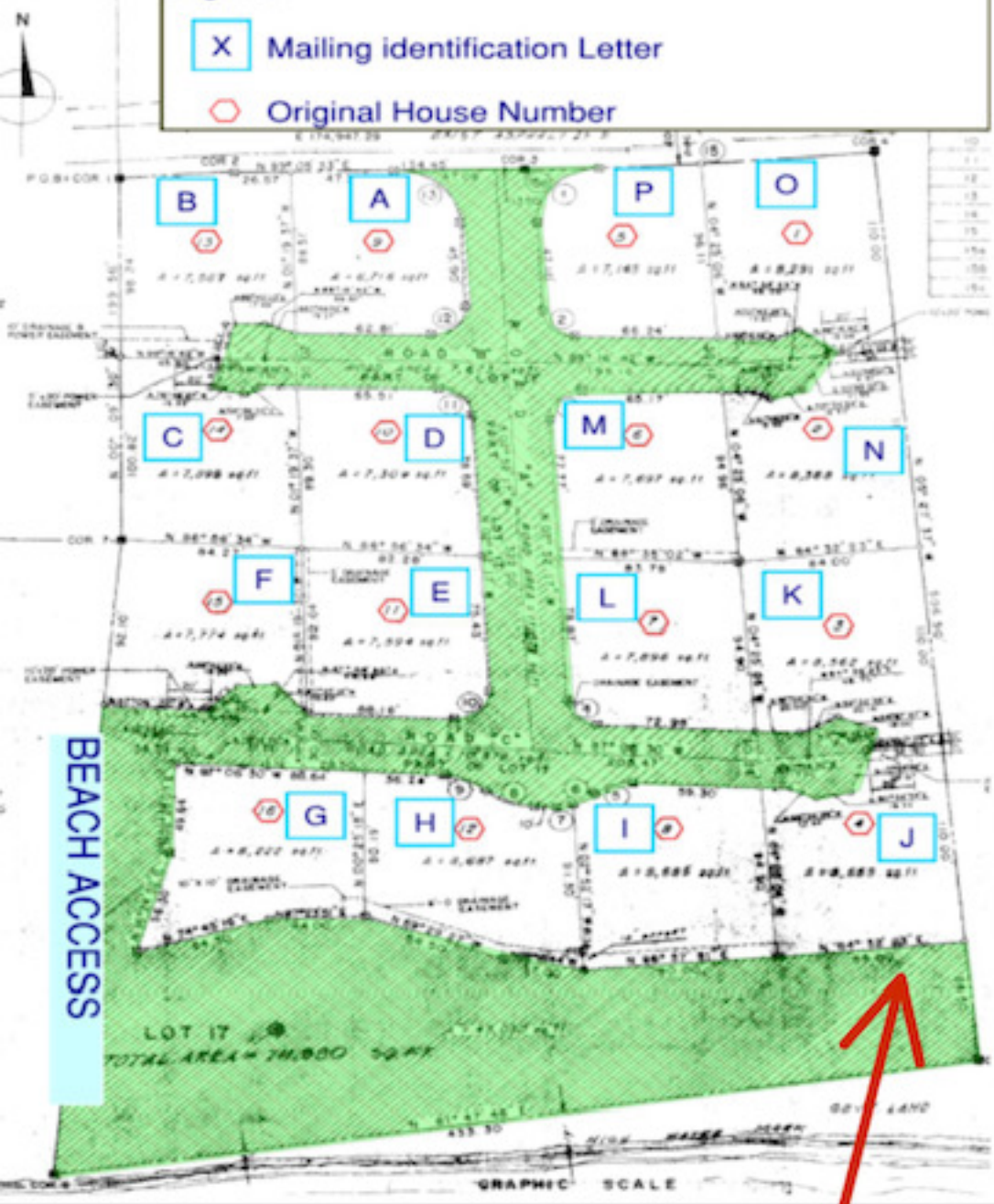
Section 6

Pago Bay Estates

***Homeowner Association
Documents***

Pago Bay Estates House Numbering Legend:

- X Mailing identification Letter
- Original House Number



BEACH ACCESS



GRAPHIC SCALE

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Socio Construction Company, Inc., hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS; Declarant is the owner of certain property in the municipality of Sinajana, territory of Guam, which is more particularly described as:

Lot No. 3397-3, Tract 310, Inalado Sinajana, Guam Estate No. 18538, Suburban, containing an area of 18,764 square meters, all as shown on Drawing No. 710-455, prepared by Gregorio S. Torres, and recorded at the Department of Land Management, Government of Guam, under document No. 100931.

The foregoing land is registered land, the last certificate of title being No. 29081 issued to Socio Construction Co., Inc.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Pago Bay Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the Common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All those certain streets and beach areas designated by diagonal lines, as shown on the attached map, drawing no. SCC-71-1, entitled Pago Bay Subdivision, Tract no. 310, incorporated herein by reference, and recorded at the Department of Land Management, Government of Guam, under document no. _____.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Socio Construction Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Easement. Declarant hereby grants to the government of Guam, its successors and assigns, an easement, in perpetuity, for egress and ingress and the right to enter upon any part of the aforementioned "Common Area" to construct, repair, maintain, or inspect water lines, sewage facilities, and any and all utilities.

Section 2. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for

any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations:

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

The members shall be all the Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and

115260

reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose, provided that if Declarant owns more than 25 percent of the Lots, any such increase must be approved by two-thirds (2/3) of the members excluding Declarant as well as by the Declarant.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($2/3$) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, provided that if Declarant owns more than 25 percent of the lots, any such action shall be approved by two-thirds ($2/3$) of the members excluding Declarant as well as by the Declarant.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($1/2$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30)

days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted

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to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17 day of August, 19 72

SOCIO CONSTRUCTION COMPANY, INC.

By: Chung B. C.
B. W. Chung
Exec. Vice-President

TERRITORY OF GUAM,)

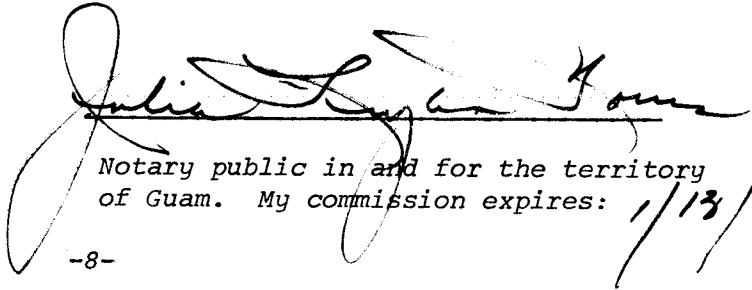
(ss:

City of Agana.

On this 17th day of Aug., 19 78, before me, a notary public in and for the territory of Guam, Personally appeared B. W. Chung, Known to me to be the vice president of the corporation who executed the within instrument, and he acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

)SEAL(


Notary public in and for the territory of Guam. My commission expires: 1/13/75

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**TERRITORY OF GUAM, DEPARTMENT OF LAND MANAGEMENT
OFFICE OF THE RECORDER**

INSTRUMENT NUMBER 115260 115260

This instrument was filed for record on 18

day of Aug, 19 72, at 9:20 ^{A.M.} P.M.

and duly recorded in Book _____ at Page _____

_____, Recording Fee _____ Voucher No. _____

Jose P. Cruz
Deputy Recorder

BY-LAWS
OF
PAGO BAY HOMEOWNERS ASSOCIATION

ARTICLE I

*Paul
9/2/72*

NAME AND LOCATION. The name of the corporation is Pago Bay Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Lot No. 3397-3 Pago Bay, Sinajana, Guam but meetings of members and directors may be held at such places within the Territory of Guam, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Pago Bay Homeowner's Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Socio Construction Company, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the Purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Recorder, Department of Land Management, Government of Guam under instrument No. _____.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 5³⁰ o'clock, PM. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise

provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: STAGGERED TERMS OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who must be members of the Association.

Section 2. Staggered Terms of Office. At the first annual meeting the members shall elect three directors as follows:

(a) the member receiving the largest number of votes shall be elected for three years;

(b) the member receiving the second largest number of votes shall be elected for two years;

(c) the member receiving the third largest number of votes shall be elected for one year.

In case of a tie, the parties shall cast lots to determine the winner. Thereafter, at each annual meeting of the members, one director will be elected for a term of three years to replace the director whose term has just expired.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may

be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting

at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors

to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary-treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured

by a continuing lien upon the proerty against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the proerty, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Pago Bay Homeowners Association.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

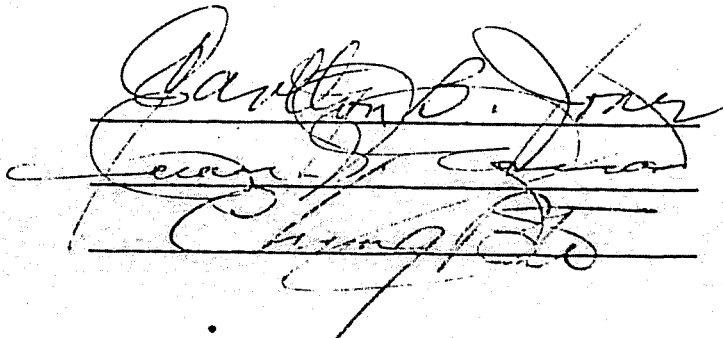
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Pago Bay Homeowners Association, have hereunto set our hands this 14th day of September, 1972.



TERRITORY OF GUAM,)

(ss:
City of Agana.)

On this 14th day of September 1972, before me a
notary public in and for the territory of Guam, personally appeared _____
BYUNG WOOK CHUNG, CARLTON BENTON JONES, and EDWARD L.G. AGUON
known to me to be the persons whose names are subscribed to the within in-
strument, and they acknowledged to me that they executed the same.

WITNESS my hand and official seal.

)SEAL(


JULIA LUJAN TORRES

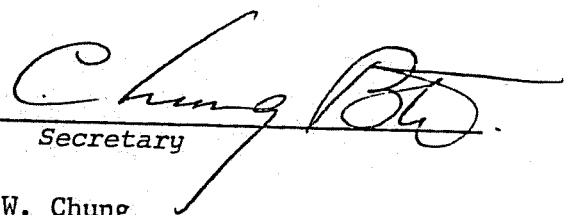
Notary public in and for the territory
of Guam. My commission expires: Jan. 13, 1975

. CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the
Pago Bay Homeowner's Association, a Guam corporation, and

THAT the foregoing By-Laws constitute the original By-Laws
of said Association, as duly adopted at a meeting of the Board of Directors
thereof, held on the 14th day of September 1972.


Secretary

B. W. Chung

Section 7

Property Disclosure Statements

SELLER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS REAL PROPERTY SITUATED IN CHALAN PAGO-ORDOT, GUAM, U.S.A., DESCRIBED AS 4 PAGO BAY ESTATES, CHALAN PAGO-ORDOT, GUAM, USA 96910 ("Property").

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLERS OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether or not to purchase the subject property, subject to the Terms and Conditions of Auction. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated auction and/or sale of the Property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLERS AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S). THIS INFORMATION IS A DISCLOSURE AND IT NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller X is _____ is not occupying the Property.

A. The subject Property has the items checked below:

- | | | |
|--|--|---|
| <input type="checkbox"/> Range
<input type="checkbox"/> Conv. Wall Oven(s) <u>1</u> How Many
<input checked="" type="checkbox"/> Microwave Oven
<input checked="" type="checkbox"/> Dishwasher
<input type="checkbox"/> Trash Compactor
<input checked="" type="checkbox"/> Garbage Disposal
<input checked="" type="checkbox"/> Washer/Dryer Hookups
<input checked="" type="checkbox"/> Rain Gutters
<input type="checkbox"/> Burglar Alarms
<input type="checkbox"/> Carbon Monoxide Device(s)
<input checked="" type="checkbox"/> Smoke Detector(s)
<input checked="" type="checkbox"/> Fire Alarm
<input type="checkbox"/> TV Antenna
<input type="checkbox"/> Satellite Dish
<input type="checkbox"/> Intercom
<input type="checkbox"/> Central Heating
<input type="checkbox"/> Central Air Conditioning
<input type="checkbox"/> Evaporator Cooler(s) | <input checked="" type="checkbox"/> Split System Air Conditioning
<input type="checkbox"/> Fire Sprinklers
<input checked="" type="checkbox"/> Public Sewer System
<input type="checkbox"/> Septic Tank
<input type="checkbox"/> Sump Pump
<input checked="" type="checkbox"/> Water Softener/Conditioner
<input checked="" type="checkbox"/> Patio/Decking
<input type="checkbox"/> Built-In Barbeque
<input checked="" type="checkbox"/> Gazebo
<input type="checkbox"/> Security Gate(s)
Garage:
<input type="checkbox"/> Attached <input checked="" type="checkbox"/> Not Attached
<input type="checkbox"/> 2-Car Carport
<input type="checkbox"/> Auto Garage Door Opener
<input type="checkbox"/> Number Remote Controls _____
<input type="checkbox"/> Sauna
<input checked="" type="checkbox"/> Hot Tub/Spa
<input type="checkbox"/> Locking Safety Cover | <input type="checkbox"/> Pool
<input type="checkbox"/> Child Resistant Barrier
<input checked="" type="checkbox"/> Pool/Spa Heater
<input type="checkbox"/> Gas _____ Solar _____ Electric
<input checked="" type="checkbox"/> Water Heater
<input type="checkbox"/> Gas _____ Solar <input checked="" type="checkbox"/> Electric
<input checked="" type="checkbox"/> Water Supply
<input checked="" type="checkbox"/> Municipal _____ Well
<input type="checkbox"/> Private Utility _____ Other
Gas Supply _____ Utility _____ Tank
<input type="checkbox"/> Window Screens
<input checked="" type="checkbox"/> Window/Door Typhoon Protection
<input type="checkbox"/> Window Security Bars
<input type="checkbox"/> Quick Release Mechanism on Bedroom Windows
<input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures
<input type="checkbox"/> Landscape Irrigation
<input checked="" type="checkbox"/> Internet Access/High-Speed Wi-Fi |
|--|--|---|

Exhaust Fan(s) located in Bathrooms and Kitchen
 220 Volt Wiring located in Oven, Pool Pump Room, Generator Fireplace(s) in _____
 Fireplace Gas Starter _____ Roof(s): Type Slope Age 10 (approx.)

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? X Yes _____ No. If yes, then describe: Microwave Oven above Convect on Oven does not work

Buyer's Initials (_____ X _____)

Seller's Initials (YCB X CLB)

Property Address: 4 Pago Bay Estates, Chalan Pago-Ordot, Guam, USA 96910

Handwritten: XUB/CLB

Handwritten: MINOR

B. Are you (Sellers) aware of any significant defects/malfunctions in any of the following? Yes ___ No. If yes, check the appropriate spaces below:

Handwritten: CLB XUB MINOR

___ interior Walls ___ Ceilings ___ Exterior Walls ___ Insulation ___ Roof(s) ___ Windows ___ Doors ___ Foundation
___ Slab(s) ___ Driveways ___ Sidewalks ___ Walls/Fences ___ Electrical Systems ___ Plumbing/Sewers/Septics
___ Other Structural Components (Describe):

Handwritten: CRACK Tree Root, Everything else (exceptional condition)

If any of the above is checked, explain: Tree Root Driveway is cracked

Handwritten: XUB/CLB

C. Are you (Sellers) are of any of the following:

- 1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ___ Yes ___ No
- 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes ___ No
- 3. Any encroachments, easements or similar matters that may effect your interest in the subject property ___ Yes ___ No
- 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ___ Yes ___ No
- 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ___ Yes ___ No
- 6. Fill (compacted or otherwise) on the property or any portion thereof ___ Yes ___ No
- 7. Any settling from any cause, or slippage, sliding, or other soil problems ___ Yes ___ No
- 8. Flooding, drainage, or grading problems ___ Yes ___ No
- 9. Major damage to the property or any structures from fire, earthquake, floods, landslides or typhoons ___ Yes ___ No
- 10. Any zoning violations, nonconforming uses, violations of "setback" requirements ___ Yes ___ No
- 11. Neighborhood noise problems or other nuisances ___ Yes ___ No
- 12. CC&R's or other deed restrictions or obligations Yes ___ No
- 13. Homeowners Association which has authority over the subject property Yes ___ No
- 14. Any "common area" (facilities such as pools, tennis courts, walkways (including beach access), or other areas co-owned in undivided interest with others) Yes ___ No
- 15. Any notices of abatement or citations against the property ___ Yes ___ No
- 16. Any lawsuits by or against Seller threatening to or affecting this real property or interest in the "common area" ___ Yes ___ No

If the answer to any of these is Yes, explain. 2) HOA owns Lot 17 which covers the roadways and private beach. 12) Part of Pago Bay Estates Subdivision, 13) Part of Pago Bay Estates HOA

D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Title 10, Health and Safety, and Title 21, Real Property of Guam Code Annotated, associated Guam-adopted Building Codes and local applicable standards.

SELLER CERTIFIES THAT THE INFORMATION HEREIN IS TRUE AND CORRECT TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLERS.

Seller *Handwritten:* XUB Bongjorn Date *Handwritten:* 9-27-2023

Seller *Handwritten:* Carmen L. Bongjorn Date *Handwritten:* 9-27th-2023

Buyer's Initials (___ X ___)

Seller's Initials *Handwritten:* XUB X CLB

SELLER'S AGENT'S INSPECTION DISCLOSURE

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY PRIOR TO THE AUCTION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THAT THE FOLLOWING:

Agent notes no items for disclosure
 Agent notes the following items: Seller's attorney disclosure available upon request

Agent (Broker Representing Seller): Georgina Campos By Gina Campos Date 10/8/2023
(Associate Licensee or Broker Signature)

BUYER'S AGENT'S INSPECTION DISCLOSURE

(If Buyer is represented by an Agent)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREA OF THE PROPERTY, PRIOR TO THE AUCTION OF THE PROPERTY, STATES THE FOLLOWING:

Agent notes no items for disclosure
 Agent notes the following items: _____

Agent (Broker Obtaining the Offer): _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY PRIOR TO THE AUCTION. THERE WILL BE NO INSPECTIONS UPON CLOSING OF THE AUCTION AND THERE ARE NO INSPECTION CONTINGENCIES IN THE PURCHASE AN SALE AGREEMENT.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



BUYER'S INSPECTION ADVISORY

(G.A.R. FORM BIA-A, Revises 6/2013)

Property Address: 4 Pago Bay Estates (L4 T310), OCP, GU 96910 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
2. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
3. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
4. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

Buyer's Initials (Feb) ()
Seller's Initials (X Feb) (XCLD)

Reviewed by _____ Date _____



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BUYER'S INSPECTION ADVISORY (BIA-A PAGE 1 OF 2)

5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
14. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

Buyer Signature _____ Date _____
 X *Kenneth W. Bourgeois* 22 Sept. 23
 Seller Signature _____ Date _____
Kenneth W. Bourgeois

Buyer Signature _____ Date _____
 X *Carmen L. Bourgeois* Sept. 22, 2023
 Seller Signature _____ Date _____
Carmen L. Bourgeois

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Reviewed by _____ Date _____



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	<u>XW Bouye</u>	Date	<u>22 Sept. 23</u>	Seller	<u>Carmen L. Bouye</u>	Date	<u>Sept. 22 '23</u>
Purchaser		Date		Purchaser		Date	
Agent for Sellers	<u>[Signature]</u>	Date	<u>9/22/2023</u>	Agent for Purchaser (if Applicable)		Date	