

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

**FINAL
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT**

KOUKA
3432-B Kalihi Street
Honolulu, Hawaii 96819

REGISTRATION NO. 1737 (CONVERSION)

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: February 24, 1986

Expires: March 24, 1987

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED WITH THE COMMISSION AS OF February 3, 1986. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. KOUKA is a fee simple condominium project consisting of three (3) residential apartments, all of which have one (1) story (hereinafter called "Homes") and landscaped improvements. All Homes were built in 1951 and 1956. Parking facilities, consisting of a covered, paved carport, are appurtenant to each of the Homes.

2. The Developer has submitted to the Real Estate Commission for examination all documents deemed necessary for the registration of the Project and the issuance of this Final Public Report.

3. The basic documents (the Declaration of Horizontal Property Regime of Kouka, the By-Laws of the Kouka Homeowners' Association) and a copy of the approved floor plans have been filed in the office of the recording officer.

The Declaration of Horizontal Property Regime and By-Laws of the Kouka Homeowners' Association, both dated October 29, 1985, are filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 134761 and 134762, respectively, and are both noted on Transfer Certificate of Title No. 224,647. Condominium File Plan No. 577 has been assigned to the project.

4. Advertising and promotional material has not yet been submitted pursuant to the rules and regulations promulgated by the Commission.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

6. This Final Public Report is made a part of the registration of the Project. The Developer is responsible for placing this Final Public Report (white paper stock), together with the Disclosure Abstract, in the hands of all purchasers and prospective purchasers and for securing a signed copy of the receipt therefor.

7. This Final Public Report automatically expires thirteen months after its date of issuance, February 24, 1986, unless a Supplementary Public Report is issued or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: KOUKA

LOCATION: The Project is located at 3432-B Kalihi Street, Honolulu, Hawaii, and consists of 29,395 square feet of land.

TAX MAP KEY: 1-4-019-019

ZONING: R-3

DEVELOPER: David Jon Gustafson) 3432 B-1 Kalihi Street
Amefil Remedios Agbayani) Honolulu, Hawaii 96813
Telephone: (808) 841-1003

John Gerald White) 3432 B-2 Kalihi Street
Pua Auyong-White) Honolulu, Hawaii 96813
Telephone: (808) 845-6842

James Lawson Cuaresma-Primm) 3432 B Kalihi Street
Charlene Floring) Honolulu, Hawaii 96813
Cuaresma-Primm) Telephone: (808) 847-6001

ATTORNEY REPRESENTING DEVELOPERS: DINMAN, NAKAMURA, ELISHA & NAKATANI (Attn: Bruce C. Dinman, Esq.), 1850 Grosvenor Center, 737 Bishop Street, Honolulu, Hawaii 96813, Telephone: (808) 523-7021.

DESCRIPTION:

(a) The Project consists of three (3) separate and distinct freehold estates consisting of the walls, roofs, slabs, footings, foundations, and entire structure of each of the aforesaid three (3) separate residential dwellings, including the spaces contained therein, which dwellings are designated on the Condominium File Plan as "Home Number One", "Home Number Two" and "Home Number Three", and are referred to herein as "Homes". For purposes of this Report, "Homes" shall have the same meaning as "Apartment" in Hawaii Revised Statutes 514A.

(b) Home Number One is a single story structure containing two (2) bedrooms, one (1) bathroom, a living room, kitchen/dining room, carport, and covered lanai. Home Number One contains a net living area of approximately 620 square feet. The covered lanai contains approximately 125 square feet.

(c) Home Number Two is a one (1) story structure containing two (2) bedrooms, one (1) bathroom, a living room, kitchen/dining room, and carport. Home Number Two contains a net living area of approximately 660 square feet.

(d) Home Number Three is a one (1) story structure containing two (2) bedrooms, one (1) bathroom, a living room, kitchen/dining room, and carport. Home Number Three contains a net living area of approximately 720 square feet.

(e) Each of the Homes has a metal roof and a single wall wood frame structure. Each Home shall also include all pipes, wires, conduits, and other utility and service lines contained within such Home which are utilized exclusively by and serve only such Home. Each Home shall include a gas stove, refrigerator and electric water heater.

(f) The Homes are numbered and located as shown on the Condominium File Plan.

(g) The Project also includes an Accessory Building of about 372 square feet which was moved to the site and repaired in 1949. It will have a refrigerator and electric water heater.

COMMON ELEMENTS: The Common Elements shall consist of all portions of the Project except the Homes above described, and shall specifically include the Accessory Building located upon that portion of the Project that otherwise constitutes a limited Common Element appurtenant to Home Number One, as shown on the Condominium File Plan, as well as all pipes, wires, conduits, and other utility and service lines which are utilized for or serve all Homes.

LIMITED COMMON ELEMENTS: Certain parts of the Common Elements are set aside and reserved for the exclusive use of one or two Homes and constitute "limited Common Elements" appurtenant thereto. Each Home has an easement for the use of the limited Common Elements appurtenant thereto, except as otherwise provided in the Declaration. The cost of maintenance, repair, and upkeep of each limited Common Element shall be assessed to the owner(s)

of the Home or Homes to which such limited Common Element is appurtenant. The limited Common Elements so set aside and reserved include all of the Common Elements except the above-mentioned Accessory Building, which said Accessory Building shall be utilized for such purposes and pursuant to such rules and regulations as the Homeowners shall adopt pursuant to the Declaration and the By-Laws adopted pursuant thereto. The limited Common Elements shall be appurtenant to each of the Homes as follows:

(a) That certain 9,798.33 square feet, more or less, of the real property of the Project which includes the real property upon which Home Number One is situated, as is more particularly shown on the Condominium File Plan, shall constitute a limited Common Element appurtenant to and for the exclusive use of Home Number One, provided that Home Numbers Two and Three shall have a perpetual easement for ingress and egress to and from the Accessory Building pursuant to such rules and regulations as the Homeowners shall adopt in accordance with the By-Laws of the Kouka Homeowners Association.

(b) That certain 9,798.33 square feet, more or less, of real property which includes the real property upon which Home Number Two is situated, as is more particularly shown on the Condominium File Plan, shall constitute a limited Common Element appurtenant to and for the exclusive use of Home Number Two, provided that Driveway "A", as is more particularly shown on said Condominium File Plan, shall constitute a limited Common Element appurtenant to Home Number Two and Home Number Three, and the owners of said two Homes shall share equally in the expense of maintenance, repair, and replacement of said Driveway "A".

(c) That certain 9,798.33 square feet, more or less, of real property which includes the real property upon which Home Number Three is situated, as is more particularly shown on the Condominium File Plan, shall constitute a limited Common Element appurtenant to and for the exclusive use of Home Number Three.

(d) One mailbox shall be appurtenant to and for the exclusive use of each Home, as shall be designated thereon. Said mailboxes are located at the intersection of Kalihi Street and the private roadway designated as "Lot 15" on the Condominium File Plan.

(e) All pipes, wires, conduits, and other utility and service lines not contained within a Home but used by and servicing less than all of the Homes, shall be appurtenant to and for the exclusive use of the Home(s) serviced thereby.

INTEREST TO BE CONVEYED TO PURCHASERS: Each Home shall have appurtenant thereto a one-third (1/3) undivided interest in the Common Elements (hereinafter called the "Common Interest") for all purposes, including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Homes are to be occupied and used as private dwellings and for no other purpose. The owners of the respective Homes shall have the absolute right to lease such Homes, for any duration of time, subject to all provisions of the Declaration and the By-Laws. There are no House Rules at the present time, but the By-Laws permit future adoption of such.

OWNERSHIP: According to a Preliminary Title Report issued by Long & Melone Ltd., dated December 18, 1985, fee simple title to

the real property upon which the Project is situated is vested in the Developer by Transfer Certificate of Title No. 224,647.

ENCUMBRANCES AGAINST TITLE:

A. The Preliminary Title Report issued by Long & Melone, Ltd. dated December 18, 1985 reflects the following encumbrances:

1. Real property taxes for the fiscal year July 1, 1985 through June 30, 1986. For further information, check with the Tax Assessor.

2. MORTGAGE dated January 2, 1985, filed as Land Court Document No. 1276788, made by AMEFIL REMEDIOS AGBAYANI, unmarried, JOHN GERALD WHITE, husband of Pua Auyong-White, PUA AUYONG-WHITE, wife of John Gerald White, DAVID JON GUSTAFSON, unmarried, JAMES LAWSON CUARESMA-PRIMM, husband of Charlene Floring Cuaresma-Primm, and CHARLENE FLORING CUARESMA-PRIMM, wife of James Lawson Cuaresma-Primm, in favor of PIONEER FEDERAL SAVINGS BANK, a Federal savings bank, to secure the payment of the sum of \$150,100.00.

3. Declaration of Restrictive Covenants dated October 28, 1985, filed as Land Court Document No. 1335043. RE: Subjecting the premises to restrictions as those terms are defined in the Comprehensive Zoning Code of the City and County of Honolulu, Order No. 3234, as amended.

4. Lease of right of way in favor of Hawaiian Electric Co., Inc. dated December 24, 1938 and filed as Land Court Document No. 46390 for utility purposes, for a term of 25 years from December 24, 1938 and thereafter from year to year until terminated.

5. Grant in favor of Hawaiian Electric Co., Inc. and Hawaiian Telephone Co., dated May 5, 1947 and filed as Land Court Document No. 93745.

6. AS TO THE UNDIVIDED INTEREST IN LOT 15 ONLY:

(a) "That they will construct a roadway on the whole of Lot 15, and will install gas, electric and water connections to all lots bordering said Lot 15 in accordance with law, all at their own cost and expense."; as set forth in Partition Deed dated January 8, 1947 filed as Land Court Document No. 90833.

(b) "And, PROVIDED, HOWEVER, that the use by Grantees of the above-mentioned roadway known as Lot No. 15 shall be in common with each other and with the Grantors herein and that said roadway shall be used by all owners for the purpose of ingress and egress, and for the installation of utility lines."; as set forth in Partition Deed dated January 8, 1947 and filed as Land Court Document No. 90833.

(c) Grant dated October 11, 1951 and filed as Land Court Document No. 133189 to install &c. underground water pipelines &c., in favor of the City and County of Honolulu for the use of the Board of Water Supply.

(d) Grant dated May 8, 1969 and filed as Land Court Document No. 477537, for sewer, in favor of the City and County of Honolulu.

B. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, limitations on title, and all other provisions contained in or incorporated by reference in the Declaration of Horizontal Property Regime of Kouka and the By-Laws of the Kouka Homeowners' Association, both dated October 29, 1985, filed as Document Nos. 134761 and 134762, respectively, Condominium Map No. 577, any instrument creating the estate or interest therein set forth, and in any other allied instrument referred to in any of the instruments aforesaid.

EASEMENTS: In addition to any easements in the Common Elements designated in the Declaration, each Home shall have appurtenant thereto non-exclusive easements in all of the Common Elements: (a) for utility services for and support of such Home, and (b) for use according to their respective purposes, subject always to the exclusive or restricted use of the limited Common Elements as provided in the Declaration. If any part of the Common Elements encroaches upon any Home or limited Common Element, a valid easement shall exist for such encroachment and for the maintenance thereof, so long as such encroachment continues. In the event that any Home is partially or totally destroyed and then rebuilt, necessary minor encroachments upon any part of the Common Elements due to such rebuilding shall be permitted, and valid easements for such encroachments and for the maintenance thereof shall exist.

PURCHASE MONEY HANDLING: An escrow agreement dated January 30, 1986 (hereinafter called the "Escrow Agreement") detailing the manner in which purchasers' funds are to be handled, has been executed and a copy thereof has been filed with the Commission. The Escrow Agent is Long & Melone Escrow, Ltd., a Hawaii corporation. Upon examination, the short form and long form specimen sales contracts (hereinafter called "Sales Contracts") to be used by the Developer in connection with the sale of the Homes, as well as the Escrow Agreement, have been found to be consonant with Chapter 514A, Hawaii Revised Statutes, as amended, including but not limited to Sections 514A-39, 514A-63, and 514A-65. The Developer intends to use either form of sales contract, at its option.

It is incumbent upon the prospective purchaser that he or she read with care the Sales Contract and the Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of the Homes and all sums received from any source are to be placed in trust, as well as the retention and disbursement of said trust funds.

The long form specimen Sales Contract contains, among other things, the following provisions:

1. No Interest On Deposits. Any and all interest received by the Developer and/or the Escrow Agent on the purchaser's payments shall become the sole property of the Developer, pursuant to the provisions of Sections 402-8 and 449-16.5 of the Hawaii Revised Statutes.

2. Warranties. DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOMES, COMMON ELEMENTS, APPLIANCES, FURNISHINGS, OR ANYTHING INSTALLED IN OR UPON THE HOMES OR THE

PROJECT OR USED IN CONNECTION WITH THE HOMES OR THE PROJECT IN ANY MANNER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

MANAGEMENT AND OPERATION: The By-Laws provide that the operation of the Project may be conducted by a managing agent. Initially, the Project shall be self-managed and shall therefore have no managing agent.

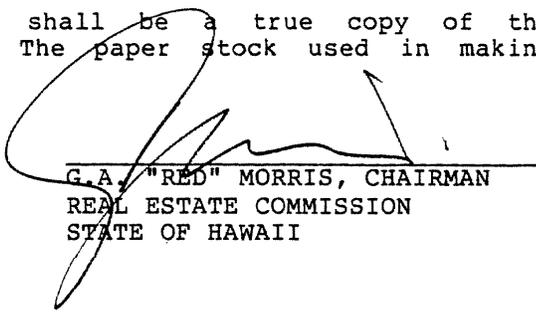
STATUS OF PROJECT: The Developer has advised the Commission that the Project was completed prior to the issuance of this Final Public Report. Homes Number One and Two were built in 1951 and Home Number Three was built in 1956. By letter dated December 24, 1985, the City Building Department verified that the homes met all code requirements at the time of construction and that a variance was granted in April, 1985, to repair, alter, enlarge, and/or reconstruct the three units and use the fourth structure, which was moved on the site in 1949, for accessory use.

NOTE: There may be regulations, codes, and laws that will preclude a purchaser from rebuilding or changing property that has been converted to a condominium. Therefore, purchasers should acquaint themselves with such laws at appropriate county agencies.

The purchaser or prospective purchaser should be cognizant of the fact that this Final Public Report represents information disclosed by the Developer in the required Notice of Intention filed with the Commission on February 3, 1986.

THIS FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1737, filed with the Commission on February 3, 1986.

The report when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be white.


G. A. "RED" MORRIS, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:
Department of Finance
Office of the Assistant Registrar
of the Land Court of the State of Hawaii
Planning Dept., City & County
of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1737

February 24, 1986

KOUKA

DISCLOSURE STATEMENT

JAN 31 1986

1. NAME OF PROJECT: KOUKA
3432-B Kalihi Street
Honolulu, Hawaii 96819

2. DEVELOPER: Amefil Remedios Agbayani
John Gerald White
Pua Auyong-White
David Jon Gustafson
James Lawson Cuaresma-Primm
Charlene Floring Cuaresma-Primm
3432-B Kalihi Street
Honolulu, Hawaii 96819

3. MANAGING AGENT: None. Kouka is a self-
managed condominium project.

4. RESIDENTIAL USE: All apartments ("Homes") are to be used
for residential purposes, including rental
for any duration of time.

5. COMMERCIAL USE: No Home may be used for commercial
purposes.

6. WARRANTIES: THE DEVELOPER MAKES NO WARRANTIES,
EXPRESSED OR IMPLIED, WITH RESPECT TO THE
HOMES, COMMON ELEMENTS, APPLIANCES, FURN-
ISHINGS OR ANYTHING INSTALLED IN OR UPON
THE PREMISES OR USED IN CONNECTION WITH
THE PROJECT IN ANY MANNER, INCLUDING BUT
NOT LIMITED TO WARRANTIES OF MERCHANT-
ABILITY, HABITABILITY, WORKMANLIKE CON-
STRUCTION OR FITNESS FOR A PARTICULAR
PURPOSE OR USE.

7. CONDITION OF PROJECT: Based upon a report prepared by Stanley
K. S. Chun, AIA, registered architect, the
present condition of all structural
components and mechanical and electrical
installations material to the use and
enjoyment of the buildings of the Project
is as follows:

Structural Components - See Exhibit "A"
Mechanical Installations - See Exhibit "A"
Electrical Installations - See Exhibit "A"

8. USEFUL LIFE: No representations or warranties are made with respect to the expected life of any of the items listed in 7 above.

9. BUILDING CODE AND MUNICIPAL REGULATIONS:

To the best of Owner's knowledge, the Homes are in compliance with all ordinances, codes, rules, regulations, or other requirements which were in force at the time of their construction. Pursuant to Decision and Order of the Zoning Board of Appeals dated April 25, 1985, Zoning Variance No. 84/ZBA-173 was approved granting a variance from Sections 21-1.7, 21-5.7 and 21-5.23 of the Comprehensive Zoning Code, relating to nonconforming uses, location of buildings and lot area regulations, R-3 Residential District, to allow repair, enlargement, or reconstruction of Home Numbers One, Two and Three, subject to the following conditions and the Declaration of Restrictive Covenant attached hereto as Exhibit "B":

1. The approved structures shall be maintained in single-family residential use.
2. Only 3 single-family dwellings shall be permitted, and the fourth single-family dwelling (the Accessory Building) shall be converted to an accessory structure within six months of the date of the Decision and Order.
3. In case of total replacement and reconstruction, the dwellings shall conform to all applicable Comprehensive Zoning Code requirements, including yard and height setbacks, lot coverage, and off-street parking.
4. The aforesaid variance may be revoked by the Board when due to a material change in circumstances one or more of the three Charter-required findings of hardship can no longer be made or there is a breach in any of the conditions stated therein.

10. ESTIMATED MAINTENANCE FEES:

The estimated maintenance fees and proposed operating budget is set forth below. The developer advises that costs

and expenses of maintaining and operating a condominium project are difficult to estimate initially. Even if the maintenance fees have been accurately estimated, such fees may increase in an inflationary economy and as the improvements age. Maintenance fees can vary depending on the services provided to the owners. The buyer should review the proposed operating budget to see what services are included therein.

<u>UNIT NO.</u>	<u>ESTIMATED MONTHLY MAINTENANCE FEE</u>
Home #1	\$ <u>50.00</u>
Home #2	\$ <u>50.00</u>
Home #3	\$ <u>50.00</u>

<u>PROPOSED OPERATING BUDGET FOR KOUKA</u>	<u>Monthly</u>	<u>Annually</u>
Insurance-Building and Liability	\$ <u>46.25</u>	\$ <u>555.00</u>
Maintenance and Repairs - Building	<u>75.00</u>	<u>900.00</u>
Transfer to Reserves	<u>25.00</u>	<u>300.00</u>
Miscellaneous	<u>10.00</u>	<u>120.00</u>
TOTAL	\$ <u>156.25</u>	\$ <u>1,875.00</u>

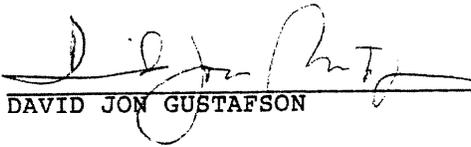
The operating budget (prorated on a monthly basis) is for the year commencing February 1, 1986. The information contained herein is based on the data available at the present time.

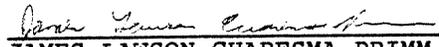
We certify that the operating costs budgeted on a cash basis have been based on generally accepted accounting principles.

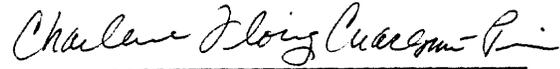

AMEFIL REMEDIOS AGBAYANI


JOHN GERALD WHITE


~~DEBRALYNN AU Yong WHITE~~


DAVID JON GUSTAFSON


JAMES LAWSON CUARESMA-PRIMM


CHARLENE FLORING CUARESMA-PRIMM


PUA AUYONG-WHITE

RECORDATION REQUEST BY:

THOMAS L. LAMNE

AFTER RECORDATION, RETURN TO:

Thomas, Makamura, Elisha & Makitani

Attorneys at Law, A Law Corporation
707 Bishop Street, Suite 1850
Honolulu, Hawaii 96813-3209 520-1021

RETURN BY: MAIL [] PICKUP [X]

OFFICE OF THE
ASSISTANT REGISTRAR, LAND CONVEYANCE
STATE OF HAWAII
(Bureau of Conveyances)

The original of this document was
recorded as follows:

DOCUMENT NO. 1335043

DATE 11/18/85 TIME ---

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION made by AMEFIL REMEDIOS AGBAYANI, unmarried; JOHN GERALD WHITE and PUA AUYONG-WHITE formerly known as Debralynn Auyong-White, husband and wife; DAVID JON GUSTAFSON, unmarried; and JAMES LAWSON CUARESMA-PRIMM and CHARLENE FLORING CUARESMA-PRIMM, husband and wife (hereinafter called the "Declarants"), owners in fee simple of that certain parcel of land at 3432-B Kalihi Street, Honolulu, Hawaii 96813, identified by Tax Map Key 1-4-19: 19 and more particularly described in Exhibit "A" attached hereto and made a part hereof,

W I T N E S S E T H:

WHEREAS, by Deed dated May 27, 1980 and filed in the Office of the Assistant Registrar of the State of Hawaii as Document No. 1015214, being the same premises described in Transfer Certificate of Title No. 224,647 issued to AMEFIL REMEDIOS AGBAYANI, unmarried; JOHN GERALD WHITE and PUA AUYONG-WHITE formerly known as Debralynn Auyong-White, husband and wife; DAVID JON GUSTAFSON, unmarried; and JAMES LAWSON CUARESMA-PRIMM and CHARLENE FLORING CUARESMA-PRIMM, husband and wife, the Declarants became the sole owners of said property; and

WHEREAS, the Declarants applied for Zoning Variance No. 84/ZBA-173 to allow repair, enlargement, or reconstruction of any of three single-family dwellings on a single zoning lot without an approved cluster development or site development plan

EXHIBIT "B"

and that exceeds the permitted maximum density and increased nonconformity; and

WHEREAS, the Zoning Board of Appeals approved said Zoning Variance by Decision and Order dated April 26, 1985;

NOW, THEREFORE, the undersigned Declarants hereby covenant and agree to subject the premises described in Exhibit "A" to restrictions as follows:

1. That the approved structures shall be maintained in single-family residential use as those terms are defined in the Comprehensive Zoning Code of the City and County of Honolulu, Ord. No. 3234, as amended;

2. That only 3 single-family dwellings shall be permitted upon the subject premises, and the fourth structure thereupon shall be an accessory structure;

3. That in the case of total replacement and reconstruction, the dwellings shall conform to all other applicable Comprehensive Zoning Code requirements, including yard and height setbacks, lot coverage, and off-street parking;

4. That this Declaration of Restrictive Covenants shall be binding upon the Declarants, their heirs, executors, administrators, personal representatives, successors and assigns;

5. That Declarants will file a certified, recorded copy of this Declaration of Restrictive Covenants with the Department of Land Utilization of the City and County of Honolulu as a condition of the said Zoning Variance;

6. That this Declaration of Restrictive Covenants shall not be terminated, extinguished, or cancelled without the express approval of the Director of Land Utilization of the City and County of Honolulu;

7. That the City and County of Honolulu shall have the right to enforce this Declaration of Restrictive Covenants upon breach thereof by appropriate action at law or in equity.

IN WITNESS WHEREOF, the undersigned have set their hands this 28th day of October, 1985.

Amevil Remedios Agbayani
AMEFIL REMEDIOS AGBAYANI

John Gerald White
JOHN GERALD WHITE

Debralynn Auyong-White
DEBRALYNN AUYONG-WHITE

David Jon Gustafson
DAVID JON GUSTAFSON

James Lawson Cuaresma-Primm
JAMES LAWSON CUARESMA-PRIMM

Charlene Florine Cuaresma-Primm
CHARLENE FLORINE CUARESMA-PRIMM

Pua Auyong-White
PUA AUYONG-WHITE

EXHIBIT "A"

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE IN KALIHI VALLEY, HONOLULU, CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, DESCRIBED AS FOLLOWS:

LOT 14, AREA 29,395.0 SQUARE FEET, AND AN UNDIVIDED ONE-SIXTH (1/6TH) INTEREST IN AND TO LOT 15, ROADWAY, AREA 16,512.0 SQUARE FEET, AS SHOWN ON MAP 20, FILED IN THE OFFICE OF THE ASSISTANT REGISTRAR OF THE LAND COURT OF THE STATE OF HAWAII WITH LAND COURT APPLICATION NO. 834 (AMENDED) OF MARIE GAY;

BEING THE SAME PREMISES DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 224,647 ISSUED TO AMEFIL REMEDIOS AGBAYANI, UNMARRIED, AND JOHN GERALD WHITE AND DEBRALYNN AUYONG-WHITE, HUSBAND AND WIFE, DAVID JON GUSTAFSON, UNMARRIED AND JAMES LAWSON CUARESMA-PRIMM AND CHARLENE FLORING CUARESMA-PRIMM, HUSBAND AND WIFE, EACH TO UNDIVIDED (1/6) INTEREST, AS TENANTS IN COMMON.

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 29th day of November, 1985, before me personally appeared AMEFIL REMEDIOS AGBAYANI, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Joe Jelaska L.S.
Notary Public, State of Hawaii
My commission expires: 8/1/89

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 28th day of October, 1985, before me personally appeared JOHN GERALD WHITE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Joe Jelaska L.S.
Notary Public, State of Hawaii
My commission expires: 8/1/89

~~STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)~~

~~On this 28th day of October, 1985, before me personally appeared DEBRALYNN AUYONG-WHITE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.~~

~~Joe Jelaska L.S.
Notary Public, State of Hawaii
My commission expires: 8/1/89~~

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 28th day of October, 1985,
before me personally appeared DAVID JON GUSTAFSON, to me known to
be the person described in and who executed the foregoing
instrument and acknowledged that he executed the same as his free
act and deed.

Joe Kiloa LS
Notary Public, State of Hawaii
My commission expires: 8/1/87

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 28th day of October, 1985, before
me personally appeared JAMES LAWSON CUARESMA-PRIMM, to me known
to be the person described in and who executed the foregoing
instrument and acknowledged that he executed the same as his free
act and deed.

Joe Kiloa LS
Notary Public, State of Hawaii
My commission expires: 8/1/87

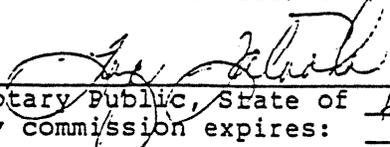
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 29th day of October, 1985,
before me personally appeared CHARLENE FLORING CUARESMA-PRIMM, to
me known to be the person described in and who executed the
foregoing instrument and acknowledged that she executed the same
as her free act and deed.

Joe Kiloa LS
Notary Public, State of Hawaii
My commission expires: 8/1/87

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 15th day of November, 1985, before me personally appeared PUA AUYONG-WHITE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free, act and deed.


Notary Public, State of Hawaii
My commission expires: 01/189