

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer 1800 Laniloa LLC
Address 6023 Kaniela Place, Honolulu, Hawaii 96821

ProjectName(*): 1800 LANILOA PLACE
Address: 1800 Laniloa Place, Wahiawa, Hawaii 96786

Registration No. 4854
(Partial Conversion)

Effective date: October 14, 2005
Expiration date: November 14, 2006

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

- PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[] No prior reports have been issued.
[] This report supersedes all prior public reports.
[] This report must be read together with
SUPPLEMENTARY: (pink) This report updates information contained in the:
[] Preliminary Public Report dated:
[x] Final Public Report dated: May 31, 2002
[] Supplementary Public Report dated:
And
[x] Supersedes all prior public reports.
[] Must be read together with
[] This report reactivates the public report(s) which expired on

(*) Exactly as named in the Declaration

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report as Exhibit "H" Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.
 Changes made are as follows:

1. Section III B. of this Supplementary Public Report ("SPR") includes a disclosure that the address of the units is expected to change because of the creation of condominium units.
2. The blanket lien mortgage on the Project previously listed in Section III.E of the Final Public Report ("FPR") has been released and has been deleted from Section III.E and Exhibit E of this "SPR".
3. An updated preliminary title report from Old Republic Title dated August 2, 2005 has been issued and listed in Section III.E of this SPR replacing the previous title report.
4. Additional disclosures have been added to Section V.C. of this SPR as follows:
 - a. In new item number 7, the existence of new encroachments, "de minimis structure position discrepancies" as defined in Hawaii Revised Statutes Section 669-11 and encroachment agreements have been disclosed.
 - b. In new item number 8, the existence of a lawsuit against a member of the Developer has been disclosed.
5. New items numbers 11-16 have been added to Exhibit E of this SPR disclosing new encroachments (items 11 & 12), de minimis structure position discrepancies (item numbers 13 & 14), and encroachment agreements (items 15 & 16).
6. Copies of the new Survey Maps and reports have been added to this SPR as Exhibits "I" and "J".
7. Copies of the new encroachment agreements have been added to this SPR as Exhibits "K" and "L".

SPECIAL ATTENTION SHOULD BE GIVEN TO THE ADDITIONAL INFORMATION (PAGES 20 & 20a) AND THE SUMMARY OF RIGHTS RESERVED TO THE DEVELOPER (EXHIBIT "A")

SPECIAL ATTENTION

1800 Laniloa Place is a CONDOMINIUM PROJECT, not a subdivision. The yard areas beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and is not a legally subdivided lot. The walls, fences and dashed lines shown on the Condominium Map as delineating the boundaries between the limited common element yard areas of the units should not be construed to be the property lines of legally subdivided lots.

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

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

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General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

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

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: 1800 Laniloa LLC
Name
6023 Kaniela Place
Business Address
Honolulu, Hawaii 96821

Phone: (808) 842-5853
(Business)

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet, if necessary):

Bruce Ekimura, Member
Doreen Ekimura, Member

Real Estate Broker*: Kenneth R. Sikes
Name
98-023 Hekaha Street
Business Address
Aiea, Hawaii 96701

Phone: (808) 488-7799
(Business)

Escrow: Island Title Corporation
Name
1132 Bishop Street, Suite 400
Business Address
Honolulu, Hawaii 96813

Phone: (808) 739-1482
(Business)

General Contractor*: N/A
Name
Business Address

Phone: N/A
(Business)

Condominium Managing Agent*: Self Managed by the Association of Apartment Owners
Name
6023 Kaniela Place
Business Address
Honolulu, Hawaii 96821

Phone: (808) 842-5853
(Business)

Attorney for Developer: Kenneth Wong, Esq.
Name
841 Bishop Street, Suite 1090
Business Address
Honolulu, Hawaii 96813

Phone: (808) 536-3870
(Business)

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

**II. CREATION OF THE CONDOMINIUM;
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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

The Declaration for this condominium is:

- Proposed
 Recorded - Bureau of Conveyances: Document No. 2002-080456
Book _____ Page _____
 Filed - Land Court: Document No. _____

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/ filing information]:

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

- Proposed
 Recorded - Bureau of Conveyances Condo Map No. 3432
 Filed - Land Court Condo Map No. _____

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

- Proposed
 Recorded - Bureau of Conveyances: Document No. 2002-080457
Book _____ Page _____
 Filed - Land Court: Document No. _____

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/ filing information]:

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

E. **Changes to Condominium Document.** Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75% **</u>
Bylaws	65%	<u>65%</u>
House Rules	—	<u>Majority of Board of Directors</u>

* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

** Declarant does not need the approval of other apartment owners to change the Declaration and Condo Map for potential changes reserved by Declarant in the Declaration. See attached Exhibit "A".

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

See attached Exhibit "A"

III. THE CONDOMINIUM PROJECT

A. **Interest to be Conveyed to Buyer:**

Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.

Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: Month Year

For Sub-leaseholds:

Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:
 Canceled Foreclosed

As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense, or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per: Month Year

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 1800 Laniloa Place Tax Map Key (TMK): (1) 7-5-08-17
Wahiawa, Hawaii 96786

[X] Address [] TMK is expected to change because new units will have new addresses.

Land Area: 47,851 [X] square feet [] acre(s) Zoning: R-7.5

Fee Owner: 1800 Laniloa LLC
 Name
6023 Kaniela Place
 Address
Honolulu, Hawaii 96821

Lessor: N/A
 Name
 Address

C. Buildings and Other Improvements:

1. New Building(s)
 Conversion of Existing Building(s)
 Both New Building(s) and Conversion

2. Number of Buildings: Four (4) Floors Per Building 3 Buildings have 1 Floor
1 Building has 1 Floor & a
Basement

Exhibit _____ contains further explanations.

3. Principal Construction Material:
 Concrete Hollow Tile Wood
 Other Plastic

4. Uses Permitted by Zoning:

	No. of Apts.	<u>Use Permitted By Zoning</u>	
* <input checked="" type="checkbox"/> Residential	<u>2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> MixRes/Comm	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Other (Storage)	<u>2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
 Yes No

The Declaration permits residential uses and any other uses permitted by the Land Use Ordinances of the City and County of Honolulu.

*Other principal uses permitted by the zoning provisions of the Land Use Ordinances include, consulates, day-care facilities, duplexes, dwellings (detached one family and two-family), meeting facilities, public uses and structures, elementary, intermediate and high schools, telecommunications antennas and utility installations, Type A.

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

Dogs, cats and customary household pets permitted in reasonable number; provided no

Pets: commercial breeding or use. No livestock, poultry or other animals.

Number of Occupants: _____

Other: Please ask to see 1800 Laniloa Place Rules & Regulations ("House Rules") adopted 4/18/02. They contain certain prohibitions.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: -0- Stairways: -0- Trash Chutes: -0-

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>Unit A</u>	<u>1</u>	<u>1/1</u>	<u>506</u>	<u>336/24</u>	<u>Carport/ Porch & Stairs</u>
<u>Unit B</u>	<u>1</u>	<u>4/2</u>	<u>1,350</u>	<u>288/284</u>	<u>Parking Slab/Lanai & Stairs</u>
<u>Unit C</u>	<u>1</u>	<u>N/A</u>	<u></u>	<u>100</u>	<u>Storage</u>
<u>Unit D</u>	<u>1</u>	<u>N/A</u>	<u></u>	<u>100</u>	<u>Storage</u>

Total Number of Apartments: 4

***Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls, excluding the Carport and Lanai.**

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

The outside surfaces of the exterior walls and roof and the bottom surfaces of the footings and foundations of each Dwelling.

Permitted Alterations to Apartments:

See attached Exhibit "B"

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has elected to provide the information in a published announcement or advertisement.

11. Conformance to Present Zoning Code

- a. No variances to zoning code have been granted.
 Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>	
Uses	<u>Yes</u>	<u>*</u>	<u> </u>	* The number of all-weather surface off-street parking spaces (3) and a driveway which lacks an all-weather surface are considered non-conforming
Structures	<u>Yes</u>	<u> </u>	<u> </u>	
Lot	<u>Yes</u>	<u> </u>	<u> </u>	

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit "C".

as follows:

2. **Limited Common Elements:** Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit D .

as follows:

Note: Reference in said Exhibit D to "Exclusive Use Area" does not mean legally subdivided Lots.

3. **Common Interest:** Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit _____.

as follows:

Unit A - 16.66%

Unit B - 16.66%

Unit C - 50.02%

Unit D - 16.66%

- E. **Encumbrances Against Title:** An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit E describes the encumbrances against the title contained in the preliminary title report dated August 2, 2005 and issued by Old Republic Title Corporation.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

There are no blanket liens affecting title to the individual apartments.

There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
N/A	

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

Developer is not providing any warranties to Purchasers of an Apartment.

2. Appliances:

Developer is not providing any warranties to Purchasers of an Apartment.

G. **Status of Construction and Date of Completion or Estimated Date of Completion:**

All of the Units in the Project have been completed.

Unit A was completed in 1932

Unit B was completed in 1948

Units C & D Storage Sheds were completed in May, 2002

H. **Project Phase**

The developer [X] has [] has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

See Exhibit "A"

IV. CONDOMINIUM MANAGEMENT

A. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

- not affiliated with the Developer
- self-managed by the Association of Apartment Owners
- the Developer or the Developer's affiliate.
- Other: _____

B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit **H** contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- None Electricity (____ Common Elements only _____ Common Elements & Apartments)
- Gas (____ Common Elements only _____ Common Elements & Apartments)
- Water Sewer Television Cable
- Other _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

[] Notice to Owner occupants

[X] Specimen Sales Contract
Exhibit F contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated March 28, 2002
Exhibit G contains a summary of the pertinent provisions of the escrow agreement.

[] Other _____

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report or Supplementary Report to a Final Report: Sales made by the developer are binding if:

A) The Developer delivers to the buyer a copy of:

- 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
- 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

C) The buyer is given an opportunity to read the report(s); **AND**

C) One of the following has occurred:

- 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
- 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
- 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use:

AND

B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's agents, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 4854 filed with the Real Estate Commission on May 16, 2002.

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C. Additional Information Not Covered Above

1. Developer discloses that no reserve study was done in accordance with §514A-83.6, H.R.S., and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.
2. The specimen Sales Contract provides in part that Buyer understands the Apartments are being sold without any warranties. The existence of any defect in the Apartments or anything installed thereon shall not excuse the Purchaser's obligation to perform all of his obligations under his contract as long as the Apartment is livable.
3. The Developer has reserved the right to delete portions of the Project from the condominium, to develop additional subdivided or condominium lots and apartments on Exclusive Use Areas C and D, to increase and/or decrease Exclusive Use Area A and B, to build an ingress and egress areas to Exclusive Use Area B over the Temporary Right of Way in Favor of Unit B, to approve the design, alignment and construction of any carport built on Parking Slab B, and other reservations. See Exhibit A attached hereto.
4. Hazardous Materials. The developer neither prepared nor commissioned a Phase I Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the apartments, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the apartment inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.
5. Lead Warning Statement. Pursuant to federal law, 42, U.S.C. 4852(d), the Residential Lead-Based Paint Reduction Act, "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."
6. Access to Public Roadway. The developer represents that all four apartments have direct and legal access to Laniloa Place, a public roadway.
7. Encroachments. Items 11 and 12 listed in Exhibit "E" to this Supplementary Public Report ("SPR") consist of survey reports and maps that list encroachments between Unit D of the Project and a neighboring parcel and Unit C of the Project and neighboring parcels, respectively. They are attached as Exhibits "I" and "J", respectively, to this SPR. These encroachments are subject to Encroachment Agreements and Licenses that are listed in Items 15 and 16 to said Exhibit "E" and also attached to this SPR as Exhibits "K" and "L". PROSPECTIVE PURCHASERS OF UNITS C AND D IN THE PROJECT SHOULD CONSULT THEIR OWN ATTORNEY FOR FURTHER ADVICE AS TO THESE ENCROACHMENTS

Items 13 and 14 on Exhibit "E" lists "de minimis structure discrepancies" as defined in Hawaii Revised Statutes Section 669-11. A de minimis structure position discrepancy is not considered an encroachment or a bases for a zoning violation. Responsibility for maintenance or repair of an improvement within a de minimis structure position discrepancy shall be borne by the property owner who constructed the improvement or the property owner's successor in interest and if the improvement is substantially damaged or destroyed, the replacement improvement shall be constructed to comply with the most recent survey available. Liability for any claims or injuries or damages to persons or property arising out of or in connection with an improvement within a de minimis structure position discrepancy shall be borne by the property owner who constructed the improvement or the property owner's successor in interest and in the event the property owner is readily identifiable, the owner of the improvement shall be determined to be the owner of the property upon which the improvement is substantially located. THIS DISCLOSURE SHALL NOT BE RELIED UPON AS LEGAL ADVICE AND PROSPECTIVE PURCHASERS OF UNITS C AND D IN THE PROJECT SHOULD CONSULT THEIR OWN

ATTORNEY FOR FURTHER ADVICE ON IMPROVEMENTS LOCATED WITHIN THE DE MINIMIS STRUCTURE POSITION DISCREPANCY.

Items 15 and 16 on Exhibit E list the Encroachment Agreements that affect Units D and C of the Project, respectively. They are attached as Exhibits "K" and "L" to this SPR. The Encroachment Agreements set forth the rights and obligations of the parties to the Encroachment Agreements. ANY PROSPECTIVE PURCHASERS OF UNITS C OR D SHOULD CONSULT THEIR OWN ATTORNEY TO ADVISE THEM AS TO THE EFFECTS OF THE ENCROACHMENT AGREEMENTS.

8. Lawsuit. On May 5, 2005, a lawsuit was filed by Michelle M. Koester against Bruce H. Ekimura, who is one of the members of the developer 1800 Laniloa LLC, and John Does. Plaintiff alleges in the lawsuit that she is under contract for the purchase of Units C and D and that defendants are in breach of contract. Developer is unaware of any lis pendens filed on the Project or against the developer. HOWEVER, POTENTIAL PURCHASERS OF UNITS C AND D ARE HEREBY MADE AWARE OF THIS LAWSUIT AND SHOULD CONSULT THEIR OWN ATTORNEY TO ADVISE THEM AS TO THE EFFECTS OF THIS LAWSUIT ON THE PURCHASE OF UNITS C AND D. THE LAWSUIT WAS FILED IN THE CIRCUIT COURT OF THE FIRST CIRCUIT OF THE STATE OF HAWAII AS CIVIL NO. 05-1-0797-05KSSA.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

1800 LANILOA LLC
Printed Name of Developer

By: 
Duly Authorized Signatory*

August 22, 2005
Date

Bruce Ekimura as the Managing Member of Developer
Printed Name & Title of Person Signing Above

C:\Janice\Clients\1800 Laniloa LLC-Ekimura, B\Condo Docs\Supplementary Public Rprt 8-17-05.doc

Distribution:

Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu

* Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.

EXHIBIT "A"

DEVELOPER'S RESERVED RIGHTS

The Developer (Declarant) has reserved the following rights to change the Declaration, Condominium Map, By-Laws or House Rules:

1. Paragraph 19.1(j) of the Declaration states:

“(j) This Declaration is being imposed on the Land before completion of the contemplated future construction and development on Exclusive Use Areas C and D of residences, structures, parks or anything permitted under the Land Use Ordinance. Consequently, each Unit Owner shall cooperate with the Change Unit Owner with respect to the Change Unit Owner’s construction of such residence, structure, park or anything permitted under the Land Use Ordinance, obtaining building, utility and other governmental permits, obtaining utility services into his Exclusive Use Area which may be necessary or desirable for the residence, structure, park or anything permitted under the Land Use Ordinance, to be built by Change Unit Owner and amendments to the Declaration, Condominium Map and any other changes to the condominium documents. Notwithstanding the foregoing, the other Unit Owners shall not be required to incur any cost or expense hereunder without being reimbursed by the Change Unit Owner. All costs incurred in the building of the residence, structure, park or anything permitted under the Land Use Ordinance shall be borne by the Change Unit Owner, who shall indemnify and hold the other Unit Owners harmless from any loss, liability, damage or expense incurred or suffered by the other Unit Owners on account of such building by the Change Unit Owner.”

2. Paragraph 19.4 of the Declaration states:

“19.4 Reservations by Declarant.

(a) Notwithstanding anything to the contrary set forth in this Declaration, Declarant hereby reserves and shall have the right, without the consent or joinder of any Unit Owner, the Association, the Board, any lien holder or any other person at any time, to delete and remove Unit C and/or Unit D and their respective Exclusive Use Areas from this Condominium Project, to combine or subdivide the Exclusive Use Area for Units C and D into 1 or more subdivided or condominium lots, to add, to delete from and/or modify the size and dimension of the limited common element road, to delete and remove the limited common element road as a limited common element from this Condominium Project (provided Units A, B and C shall have the right to use said road for ingress and egress to their respective Exclusive Use Area), and to build on Exclusive Use Areas C and D (or however they may be reconfigured or reconstituted in the future) residences, structures, parks or anything else permitted under the Land Use Ordinance then in effect. Declarant further reserves the right to subject this Project to any Declaration of Restrictive Covenants or any other conditions required by the City and County of Honolulu, or any governmental or quasi-governmental agency, to further develop Exclusive Use Areas C and D, however they may be reconfigured or reconstituted in the future. Declarant further reserves the right to reconfigure the Temporary Right of Way in favor of Unit B in order to build, among

other things, an ingress and egress access to Parking Slab B or other parking area on Exclusive Use Area B, to remove any wall located in said Temporary Right of Way, to allocate the land under such access to Exclusive Use Area B, to delete the land under said access from Exclusive Use Area A, to change the square footage and boundaries of Exclusive Use Areas A and B to reflect changes in the Temporary Right of Way, all to be done at Declarant's cost. Declarant also reserves the right to specify to Unit B the design, alignment, location and construction of any carport to be built on the Parking Slab B or on Exclusive Use Area B and to approve or disapprove plans for said carport in order to make the location and design of said carport consistent with the placement of the ingress and egress access that might be constructed by Declarant on said Temporary Right of Way.

(b) In connection therewith, the Declarant without the consent or joinder of any Owner, the Association, the Board, any lien holder, or any other person may execute and deliver on behalf of all of the Unit Owners and their respective mortgagees, if necessary, all applications, petitions, amendments to this Declaration, deeds and other instruments which the Declarant deems necessary or desirable, including without limitation, documents to be filed or recorded with the Department of Planning and Permitting of the City and County of Honolulu, the Recording Office, other governmental or quasi governmental agencies or private parties. The Declarant shall have the right also without the consent or joinder of any other person to take such actions in connection therewith if the Declarant deems such necessary or desirable. The form and content of such instruments or the taking of such actions shall be in the sole and absolute discretion of the Declarant, and his delivery of such instrument or the taking of such action shall be sufficient determination.

(c) In connection therewith, the Declarant shall have the right, without being required to obtain the consent or joinder of any Owner, any lien holder, the Association, the Board or any other person who may have any interest in the Property or the Project (i) to amend this Declaration and the Condominium Map to describe and depict the Land and Project as modified by effectuating any of the rights reserved in this Declaration by Declarant, to create additional common and limited common elements and easements as appurtenances to the apartments in the Project, to determine, describe and change the common interest and percentage of expenses effective upon such addition, deletion or subdivision and to set forth such other matters necessary or desirable to effect any such alteration in the Project; (ii) to amend any prior instrument of conveyance of an apartment and undivided interest so as to conform the same to the Declaration, as so amended; and (iii) to cause a conveyance by deed or other instrument from the Owners to the Declarant or to whomever the Declarant may designate, which instrument shall convey marketable title of the reconfigured portions of Exclusive Use Areas A and B, together with easements for utility and roadway purposes through the Land or portions thereof which Declarant deems reasonable or necessary.

(d) The Declarant shall have the right to assign, mortgage or otherwise transfer or encumber its rights granted under this Paragraph 19.4. Any income or other financial benefit from the rights under this Paragraph 19.4 shall accrue solely to the benefit of the Declarant.

(e) To the extent that joinder of any Owner, the Association or lien holder or other person who may have any interest in the Property or the Project may be required in order to validate any amendment of this Declaration or the Condominium Map or any such instrument of conveyance for the purposes set forth in Paragraph 19.4, such Owner, lien holder, the Association, the Board or other person shall execute such joinder or instrument of conveyance, and if such person fails to do so, such person shall be liable for any loss or damage incurred or suffered by the Declarant on account thereof, and the execution of the joinder or instrument of conveyance may be accomplished by power-of-attorney in favor of the Declarant from each of the Owners, lien holders, the Association or such other parties. The acquiring or acceptance of ownership in a Unit or of a lien covering a Unit or of any other interest in the Project or Property subject to this Declaration shall be deemed a grant of such power of attorney, and the grant being coupled with an interest, shall be irrevocable.

(f) By accepting or acquiring any right, title or interest in the Project or the Property subject to this Declaration, each Owner, lien holder, the Association, the Board or other person having any interest in the Project or Property agrees that he shall, if required by law or by the Declarant, join in, consent to, or execute all instruments or documents necessary or desirable to effect any of the rights reserved to Declarant in this Declaration, any amendments of the Declaration and Condominium Map as provided for in Paragraphs 19.4 and 20.4 and to effect any conveyance of such land to the Declarant or its assignee or designee.

(g) The reservations in this Paragraph 19.4 shall run to and for the benefit of Developer/Declarant, and its successors, assigns, transferees and designees. This Paragraph 19.4 shall not be amended without the consent of the Declarant which consent may be withheld for any reason.”

3. Paragraph 20 of the Declaration states:

“20.1 Except as otherwise provided in this Declaration or by law, this Declaration may be amended by vote of seventy-five percent (75%) of the Unit Owners, effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such Owners or by the proper officers of the Association. Except as otherwise provided in this Declaration or by law, the approval of eligible holders of first mortgages on Units to which are appurtenant at least 51% of the common interest of the project shall be required for any material amendment to the Declaration or any amendment of a provision that is for the express benefit of holders or insurers of first mortgages on Units. An eligible holder is a holder of a first mortgage on a Unit which has made a written request to the Association that it receive notices of proposed changes to the Declaration. A material amendment to the Declaration is one which establishes, provides for, governs or regulates any-of the following: (1) voting; (2) assessments, assessment liens, or subordination of such liens; (3) reserves for maintenance, repair and replacement of the common elements; (4) insurance or fidelity bonds; (5) rights to use of the common elements; (6) responsibility for maintenance and repair of the project; (7) expansion or contraction of the project for the addition, annexational or withdrawal of property to or from the Project; (8) boundaries of any Unit; (9) the interest in the common

elements; (10) convertibility of Units into common elements or of common elements into Units; (11) leasing of Units; (12) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her interest in the Unit; or (13) establishment of self management by the Association after professional management has previously been required by any of the mortgage holders.

20.2 Notwithstanding any provision to the contrary in this Declaration, (1) at any time prior to the first filing in the Recording Office of a conveyance of a Unit, the Declarant may amend this Declaration (including all exhibits) and the By-Laws in any manner, without the consent of any Unit purchaser; and (2) at any time thereafter, the Declarant may amend this Declaration (and when applicable, the Condominium Map) to file the "As Built" verified statement required by Section 514A-12 of the Act (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plan thereto filed fully and accurately depicts layout, location, apartment numbers, and the dimensions of an improvement or change in a Unit as built; or (ii) so long as the plans filed therewith involve only immaterial changes to the layout, location, or dimensions of the apartments as built or any change in any apartment number.

20.3 Notwithstanding any provisions to the contrary in this Declaration, the Owner of any Unit shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map to reflect the Changes made to the Unit and changes to the boundaries of Exclusive Use Areas in accordance with Paragraphs 19.1 and 19.3, except that consent of Declarant shall be required for construction of a carport on Exclusive Use Area B. Promptly upon completion of such Changes or changes to said boundaries, the Owner of the changed Unit or boundary, as the case may be, shall duly record with the Recording Office an amendment to this Declaration and to the Condominium Map, together with a complete set of the floor plans of the Project as so altered, certified as built by a registered architect or professional engineer. All existing Unit Owners and all future Unit Owners and their mortgagees, by accepting an interest in a Unit, shall be deemed to have given each Unit Owner a Power of Attorney to execute amendments to the Declaration and the Condominium Map solely for the purpose of describing the changes to his respective Unit on the Declaration so that each Unit Owner shall hereafter have a Power of Attorney from all the other Unit Owners to execute such amendments to the Declaration and Condominium Map. This Power of Attorney shall be deemed coupled with each Owner's interest in his Unit (including his common interest) and shall be irrevocable.

20.4 Notwithstanding any provision to the contrary in the Declaration including but not limited to paragraphs 20.1 and 20.2, this Declaration and the Condominium Map may be amended solely by the Declarant, without the need to obtain consent or joinder of any other Unit Owner, the Association, the Board, any lien holder or person, in order to implement additions, deletions, modifications and reservations that are set forth in Paragraph 19.4 or in other paragraphs of this Declaration. Promptly upon completion of such changes, the Declarant shall duly record with the Recording Office an amendment to this Declaration and to the Condominium Map, together with a complete set of the floor plans of the Project as so altered,

certified as built by a registered architect or professional engineer. All existing Owners and all future Owners and their mortgagees, by accepting an interest in a Unit, shall be deemed to have given the Declarant a Power of Attorney to execute amendments to the Declaration and the Condominium Map solely for the purpose of describing the changes in the Declaration and in the Condominium Map reflecting the additions, deletions, modifications and reservations reserved to Declarant as set forth in Paragraph 19.4 or in other paragraphs of this Declaration so that the Declarant shall hereafter have a Power of Attorney from all the other Owners to execute such amendments to the Declaration and the Condominium Map. This Power of Attorney shall be deemed coupled with each Owner's interest in his Unit (including his common interest) and shall be irrevocable."

EXHIBIT "B"

PERMITTED ALTERATIONS TO APARTMENTS.

1. Paragraph 19.1 of the Declaration states:

"Changes to Units. Notwithstanding anything to the contrary contained in this Declaration, each Unit Owner shall have the right at his sole option at any time and from time to time without the consent of anyone other than the holders of all mortgage liens affecting his Unit, to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in his Unit or portions thereof or to make additional improvements upon the Exclusive Use Area appurtenant to the Unit (the foregoing are referred to collectively as "Changes" and singly, as a "Change") subject to the following conditions:

(a) Building plans for any Change shall be prepared by a licensed architect or professional engineer and all construction shall be undertaken in accordance with such plans and shall comply with all governmental laws, ordinances, rules and regulations, provided however, that if Unit B constructs a carport on Parking Slab B, the consent of Declarant must first be obtained and said carport shall be constructed in such a manner such that its design, alignment, location and construction shall be consistent with the plans for the ingress and egress access to be built by Declarant over the Temporary Right of Way in favor of Unit B referenced in Paragraph 19.4(a).

(b) If required by County Building Laws, then the Owner making the change shall first obtain any requisite building permit.

(c) Any Change to a Unit cannot extend beyond the Exclusive Use Area which is appurtenant to the Unit.

(d) No Change to a Unit will be made if the effect of such Change would be to exceed the Unit's "proportionate share of the total allowable lot area coverage for the Land" or the number of dwelling units permitted on the Land, as permitted under the Land Use Ordinance applicable to the Land in effect when the Change is to be made. A Unit's proportionate share of the total allowable lot area coverage for the Land shall be calculated by multiplying the Unit's common interest by the total allowable lot area coverage for the entire Land in the Project. For example, if the total lot area coverage for the entire Land in the Project is 2,000 square feet and the common interest for Unit A is 33%, then Unit A's proportionate share of the total allowable lot area coverage for the Land in the Project is 660 square feet (2,000 square feet x .33).

(e) Any such Change shall be at the expense of the Unit Owner making the Change (herein referred to as "Change Unit Owner") and shall be expeditiously made and in a manner that will not unreasonably interfere with the other Unit Owner's use or enjoyment of his Unit, the common elements or the other Unit's appurtenant limited common elements.

(f) During the entire course of such construction, the Change Unit Owner will cause to be maintained at his expense builder's all-risk insurance in an amount not less than the

estimated cost of construction. At the request of the Association, the Association shall be named as an additional insured and, evidence of such insurance shall be deposited with the Association.

(g) The Change Unit Owner shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Unit affected by such Change for electricity, sewer and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easement and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any substantial interruption in the service of such utilities to any other Unit Owner.

(h) If the consent or joinder of another Unit Owner to any Change, including obtaining building permits is required by the Act, then each Unit Owner hereby consents in advance to give such consent or join any such application for such Change, provided that all such expenses relating to the change shall be borne by the Change Unit Owner.

(i) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all common interests and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of an Exclusive Use Area shall reserve to all Owners the rights set forth in this paragraph.

(j) This Declaration is being imposed on the Land before completion of the contemplated future construction and development on Exclusive Use Areas C and D of residences, structures, parks or anything permitted under the Land Use Ordinance. Consequently, each Unit Owner shall cooperate with the Change Unit Owner with respect to the Change Unit Owner's construction of such residence, structure, park or anything permitted under the Land Use Ordinance, obtaining building, utility and other governmental permits, obtaining utility services into his Exclusive Use Area which may be necessary or desirable for the residence, structure, park or anything permitted under the Land Use Ordinance, to be built by Change Unit Owner and amendments to the Declaration, Condominium Map and any other changes to the condominium documents. Notwithstanding the foregoing, the other Unit Owners shall not be required to incur any cost or expense hereunder without being reimbursed by the Change Unit Owner. All costs incurred in the building of the residence, structure, park or anything permitted under the Land Use Ordinance shall be borne by the Change Unit Owner, who shall indemnify and hold the other Unit Owners harmless from any loss, liability, damage or expense incurred or suffered by the other Unit Owners on account of such building by the Change Unit Owner."

EXHIBIT "C"

COMMON ELEMENTS. Paragraph 4 of the Declaration designates certain portions of the Project as "common elements", including specifically but not limited to:

1. The Land in fee simple;
2. All other portions of the Land and improvements not specifically heretofore designated as Dwellings, but which are intended for common use and all other devices and installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Property Regime.

EXHIBIT "D"

LIMITED COMMON ELEMENTS. Paragraph 5 of the Declaration designates:

“5.1 Certain parts of the common elements, herein called the "Limited Common Elements", are hereby designated and set aside for the exclusive use of each Unit, and each Unit shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne by the Unit to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

(a) The site on which Unit A is located, consisting of the land beneath and immediately adjacent to Unit A, including the site on which Carport A is located, as shown and delineated on the Condominium Map as "Exclusive Use Area A" (including the airspace above such sites) is for the exclusive benefit of Unit A, subject to the provisions of paragraphs 5.1(k), 19.4 and any other provisions in this Declaration affecting the Temporary Right of Way in Favor of Unit B.

(b) The site on which Unit B is located, consisting of the land beneath and immediately adjacent to Unit B, including the site on which Parking Slab B is located, as shown and delineated on the Condominium Map as "Exclusive Use Area B" (including the airspace above such sites) is for the exclusive benefit of Unit B.

(c) The site on which Unit C is located, consisting of the land beneath and immediately adjacent to Unit C, as shown and delineated on the Condominium Map as "Exclusive Use Area C" (including the airspace above such sites) is for the exclusive benefit of Unit C.

(d) The site on which Unit D is located, consisting of the land beneath and immediately adjacent to Unit D, as shown and delineated on the Condominium Map as "Exclusive Use Area D" (including the airspace above such sites) is for the exclusive benefit of Unit D.

(e) The "Road Limited Common Element for Units B and C," as shown and delineated on the Condominium Map is for the exclusive benefit of Units B and C, subject however to the right of Unit A to use said Road for ingress and egress to Carport A.

(f) The sewer lateral line connecting Unit A to the main sewer line is for the exclusive benefit of Unit A.

(g) The sewer lateral line connecting Unit B to the main sewer line is for the exclusive benefit of Unit B.

(h) That portion of the waterline connecting Unit A with the main waterline and any submeter thereon is for the exclusive benefit of Unit A.

(i) That portion of the waterline connecting Unit B with the main waterline and any submeter thereon is for the exclusive benefit of Unit B.

(j) The rock walls, as shown and delineated on the Condominium Map as "Limited Common Element Rock Wall for Unit B" are for the exclusive benefit of Unit B.

(k) Unit B shall have a temporary right of way for vehicle and other ingress and egress to Exclusive Use Area B over that "Temporary Right of Way In Favor of Unit B (857 sq. ft.)," as shown and delineated on the Condominium Map, subject to the provisions of Paragraph 19.4 herein.

(l) Each Unit shall have a mailbox appurtenant to it and reserved for its exclusive use which shall be attached to the hollow-tile wall as shown on the Condominium Map."

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

1. For Real Property Taxes that may be due and owing, reference is made to the Office of the Tax Assessor, City and County of Honolulu.

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

3. GRANT OF EASEMENT

Dated :May 12th, 1964
Recorded :in the Bureau of Conveyances, State of Hawaii, in Book 4780, Page 103
In favor of : CITY AND COUNTY OF HONOLULU
Granting :An easement for sewer purposes through, under and across the easement being Parcel 5 - of Wahiawa Interceptor Sewer, Section III, containing an area of 295 square feet, more or less, more particularly described in Deed dated October 28th, 1998, recorded October 30th, 1998 in the Bureau of Conveyances, State of Hawaii, as Document No. 98-163466.

4. GRANT OF EASEMENT

Dated :April 18th, 1967
Recorded :in the Bureau of Conveyances, State of Hawaii, in Book 5643, Page 433.
In favor of : CITY AND COUNTY OF HONOLULU
Granting :An easement for sewer purposes through, under and across the easement being Parcel 1 - of Wahiawa Sewers, Section IV, Improvement District No. 191, containing an area of 2,225 square feet, more or less and Parcel 3 - of Wahiawa Sewers, Section IV, Improvement District No. 191, containing an area of 320 square feet, more or less, more particularly described in Deed dated October 28th, 1998, recorded October 30th, 1998 in the Bureau of Conveyances, State of Hawaii, as Document No. 98-163466.

5. Any rights, interests or claims which may exist or arise by reason of the facts shown on a survey plat entitled PLAN SHOWING LOT N, dated January 29th, 2001, prepared by GEORGE S. YOSHIMURA, Licensed Professional Land Surveyor No. 2927, Job No. 01-02, as follows.

(A) CRM wall crosses boundary into adjoining Lot F by 1.0 feet and 1.2 feet at two points at the Southeast boundary angle point near the rear house.

6. Condominium Map No. 3432, filed in the Bureau of Conveyances, State of Hawaii.

7. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and bylaws set forth in the Declaration of Condominium Property Regime, but

omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons dated April 18th, 2002, recorded May 8th, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-080456.

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

8. By-Laws of the Association of Apartment Owners of 1800 LANILOA PLACE, dated April 18, 2002, recorded May 8th, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-080457.

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

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

11. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on the plat of a survey made by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, on December 29th, 2004, designated Job No. NONE, as follows:

- (A) Concrete from Parcel 5 extends approximately 0.2 ft. to 1.9 ft. to 1.2 ft. for a length of 85.0 ft. into subject Unit D.
- (B) End of rock wall from Parcel 5 extends approximately 1.3 ft. into subject Unit D.
- (C) Concrete drain from subject Unit D extends approximately 0.8 ft. to 1.8 ft. to 0.0 ft. for a length of 8.2 ft. into Parcel 5. Another portion of it extends approximately 2.1 ft. to 2.8 ft. to 0.3 ft. for a length of 5.2 ft. into Laniloa Place.
- (D) Concrete drain with metal grating from subject Unit D extends approximately 2.8 ft. to 0.6 ft. for a length of 18.7 ft. into Laniloa Place.

12. Any rights, easements, interests or claims which may exist or arise by reason of or reflected by the facts shown on the plat of a survey made by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, on January 4th, 2005, designated Job No. NONE, as follows:

- (A) Rock wall from subject Unit C extends approximately 3.1 ft. to 0.7 ft. for a length of 5.7 ft. into Parcel 1.

- (B) Tile wall from subject Unit C extends approximately 1.1 ft. to 0.5 ft. for a length of 35.3 ft. into Parcel 48.
- (C) Roof from subject Unit C extends approximately 1.4 ft. to 1.3 ft. for a length of 33.3 ft. into Parcel 48.

13. NOTE: Matters shown on a survey plat entitled "PERIMETER MAP", dated December 29, 2004, prepared by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, Job No. NONE, as follows:

- (A) Rock wall is on subject Unit D and Roadway. The portion of it from subject Unit D extends approximately 0.0 ft. to 0.1 ft., 0.0 ft. for a length of 8.2 ft. into Parcel 5.
- (B) Rock wall from subject Unit D extends approximately 0.3 ft. to 0.0 ft. for a length of 4.2 ft. into Laniloa Place.

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

14. NOTE: Matters shown on a survey plat entitled "PERIMETER SKETCH", dated January 4, 2005, prepared by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, Job No. NONE, as follows:

- (A) Rock Wall is on subject Unit C and Roadway (appears to be a common wall). The corner of it extends approximately 0.1 ft. into Parcel 5.
- (B) Chainlink fence from subject Unit C extends approximately 0.0 ft. to 0.3 ft. for a length of 3.0 ft. into Parcel 47.
- (C) Chainlink fence from subject Unit C extends approximately 0.3 ft. to 0.0 ft. for a length of 10.0 ft. into Parcel 47.
- (D) Tile wall is on subject Unit C and Roadway (appears to be a common wall). The portion of it bordering subject Unit C extends approximately 0.2 ft. to 0.0 ft. for a length of 22.2 ft. into Parcel 48.

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

15. ENCROACHMENT AGREEMENT AND LICENSE
Dated : May 31st, 2005

Recorded : August 2nd, 2005 in the Bureau of Conveyances, State of Hawaii, as Document No. 2005 -152604

By and
Between : ASSOCIATION OF APARTMENT OWNERS OF 1800 LANILOA PLACE, "First Party" and FRANK DEWITT RAMPEY and ROSEMARIE RAMPEY, husband and wife, "Second Party"

Re : Affects TMKs (1) 7-5-8-17 and (1) 7-5-8-048

16. MUTUAL ENCROACHMENT AGREEMENT AND LICENSES

Dated : May 31st, 2005

Recorded : August 2nd, 2005 in the Bureau of Conveyances, State of Hawaii, as Document No. 2005 -152605

By and
Between : VIVIAN SANTIAGO CABAL, as Trustee of the Revocable Self-Trusteed Living Trust of VIVIAN SANTIAGO CABAL dated November 30, 1990, "First Party" and ASSOCIATION OF APARTMENT OWNERS OF 1800 LANILOA PLACE, "Second Party"

Re : Affects TMKs (1) 7-5-8-005 and (1) 7-5-8-017

EXHIBIT F

SUMMARY OF PERTINENT PROVISIONS OF SALES CONTRACT

Developer has filed a specimen Deposit Receipt and Sales Contract ("Sales Contract") with the Hawaii Real Estate Commission, which contains certain pertinent provisions summarized as follows:

H.2. PURCHASE PRICE AND PAYMENTS; RESERVATION AND SALES.

If the Sales Contract is signed before the issuance of a Final Public Report, this Sales Contract will be a reservation and not a binding contract. The Sales Contract becomes binding after the Final Public Report is issued and other requirements referred to in paragraph 24 below are met.

H.7. CLOSING COSTS. Buyer shall pay all closing costs, the first month's maintenance fee and a start up fee equal to 2 month's maintenance fees. Real property taxes, assessments paid and insurance shall be prorated as of the Closing Date or the date of actual possession, whichever sooner occurs.

H.8. CONDOMINIUM DOCUMENTS. Buyer has examined and approves the form of the Apartment Deed, Declaration, By-Laws, Condominium Escrow Agreement, Final Public Report, Condominium Maps, and any amendments to such documents or plan. The Condominium Maps are intended to show only the layout, location, apartment numbers and dimensions of the apartments and are not intended to be any other representation or warranty.

H.12. MODIFICATION OF DOCUMENTS. As long as the Sales Contract is a reservation, Developer can make any changes to the Project and the Project documents. Even if the Sales Contract becomes binding, Developer can make certain modifications to the Declaration, By-Laws and Apartment Deed.

H.14. ACCEPTANCE OF APARTMENT; BUILDING NOT NEW; NO WARRANTIES. Buyer is accepting the Apartments and the common elements in "AS IS" condition with "ALL FAULTS AND DEFECTS." The Apartments were constructed around 1932 and 1948 and Seller is making no warranties, express or implied (including warranties of merchantability, habitability, workmanlike construction or fitness for a particular purpose), regarding the apartments, common elements, appliances, furnishings, or anything connected with the Project.

Seller has not inspected the Project or the Apartments for the presence of hazardous materials including asbestos; because of the age of the buildings, there may be asbestos or other hazardous materials present in the buildings and Buyer should conduct an inspection for hazardous materials before purchasing an Apartment. Seller will not correct any defects in the Apartments or Project and Buyer is releasing Seller from any liability if hazardous materials are discovered. Seller shall not be responsible to ensure that nor make any alteration so that the Project and Apartments are in compliance with the Americans with Disabilities Act.

H.15. SUBORDINATION. Buyer acknowledges that Seller may obtain a loan and grant a mortgage covering Seller's interest in the Project land and the Project, including the Sales Contract. Buyer acknowledges and agrees that all security interests obtained by a lender in connection with such loan as well as any extensions, renewals and modifications thereof, shall be and remain at all times a lien or charge on the Project, including the Apartment covered by the Sales Contract, prior to and superior to any and all liens or charges on the Project arising from the Sales Contract. Buyer hereby expressly waives, relinquishes and subordinates the priority or superiority of any lien under the Sales Contract in favor of the lien or charge on the Project of the security interests of lender.

H.22(f). LIQUIDATED DAMAGES. In the event Buyer alleges that Seller violated any federal or state disclosure laws or regulations (including the Hawaii Condominium Act), Buyer's only remedy will be to sue for a refund of the purchase price and closing costs actually paid plus interest at 12% per annum from the date of closing until the date of repayment. If Buyer is successful, this remedy will constitute liquidated damages and Buyer cannot claim damage for changes to the Apartment, maintenance fees, real property taxes, mortgage fees and interest on the mortgage or any other damages.

H.24. RESERVATIONS, BINDING AGREEMENTS; SELLER'S CANCELLATION RIGHTS The Sales Contract will only be a reservation and not a binding contract if it has been signed before the issuance of a Final Public Report. Before it becomes a binding contract, a reservation can be cancelled at any time by buyer or Developer. As long as the Sales Contract remains a reservation, Developer will have the absolute right to change the Project, Declaration, ByLaws, Condominium Map, and any other documents dealing with the Project, including the Sales Contract and the Purchase Price for the Property.

A reservation will become a binding contract only when a Final Public Report is issued on the Project, Buyer signs a receipt for the Final Public Report and each of the conditions in Hawaii Revised Statutes § 514A-62(a)(1), (2) and (3) has been satisfied.

In addition to any other rights of cancellation reserved to Seller, if (a) Buyer's deposit check is returned for insufficient funds, (b) Buyer intends to obtain financing and fails to obtain an irrevocable commitment for an adequate loan within 45 days of the acceptance of the Sales Contract by Seller, (c) Buyer intends to pay all cash and fails to provide proof of ability to pay within 45 days after Seller accepts the Sales Contract, or (d) Buyer should die prior to Closing, Seller reserves the right to cancel the Sales Contract and return Buyer's check or payments, without interest and less the processing and cancellation fee imposed by Escrow Agent and any other actual expenses incurred by reason of Buyer's execution of the Sales Contract.

H.24. BUYER'S RIGHT TO RESCIND Buyer has the right to cancel a binding Sales Contract at any time prior to the earlier of (1) the conveyance of an apartment to Buyer or (2) midnight of the thirtieth (30th) day following the receipt of the Final Public Report unless Buyer waives his right to cancel in writing prior to such time. Buyer also has the right to rescind the Sales Contract pursuant to HRS §514A-63.

H.29. & 30. DEFAULT. Time is of the essence of the Sales Contract, and if the Sales Contract is binding and Buyer shall default in any payment when required or fail to

perform any other obligations required of Buyer and shall fail to cure such default within five (5) days after receipt of written notice thereof from Seller, Seller may, at Seller's option, terminate the Sales Contract by written notice to Buyer. In the event of such default, the parties hereto understand and agree that the sums paid by Buyer prior to such default shall belong to Seller as liquidated damages. In addition, Buyer shall pay all fees for the preparation of documents in connection with Buyer's proposed purchase of the Apartment. Seller may also pursue any other remedy at law or in equity for specific performance or damages, and all costs, including attorneys' fees, incurred by reason of default by Buyer shall be borne by Buyer.

ADDENDUM Seller has not inspected the Project or the Apartments for the presence of lead-based paint; because of the age of the buildings, there may be lead-based paint present in the buildings and Buyer should conduct an inspection for lead-based paint before purchasing an Apartment.

THIS EXHIBIT CONTAINS ONLY SUMMARIES OF CERTAIN PERTINENT PROVISIONS CONTAINED IN THE DEPOSIT RECEIPT AND SALES CONTRACT. PROSPECTIVE OWNERS SHOULD READ AND UNDERSTAND ALL OF THE PROVISIONS IN THEIR ENTIRETY CONTAINED IN THE AFORESAID DOCUMENT.

EXHIBIT "G"

SUMMARY OF THE MATERIAL PROVISIONS OF THE ESCROW AGREEMENT

Summary of the Condominium Escrow Agreement between the Developer and Island Title Corporation.

1. All deposits will be paid to Escrow. A copy of each Sales Contract and all payments made to purchase an Apartment shall be turned over to the Escrow Agent.

2. Refunds. A Buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to such Buyer, without interest, in accordance with the Sales Contract if any of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has exercised his right to cancel the contract pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; or

(d) A purchaser has exercised his right to rescind the contract pursuant to Section 514A-63, Hawaii Revised Statutes, as amended.

(e) Any circumstances, the occurrence or nonoccurrence which by law entitles Buyer to a refund.

Upon such refund, Escrow Agent shall be entitled to a reasonable fee equal to \$50.00 or a fee commensurate with the work done by Escrow prior to cancellation.

3. Requirements Prior to Disbursement of Buyer's Funds. Escrow Agent shall make no disbursements of Buyer's funds, pursuant to paragraph 7 of the Escrow Agreement until Buyer's apartment deed is recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

4. Purchaser's Default. Seller must notify Escrow in writing if Purchaser defaults, and must certify that Seller has cancelled the Purchaser's Sales Contract. After such cancellation Escrow will treat the Purchaser's funds less Escrow's cancellation fees as belonging to the Seller.

EXHIBIT "H"

DISCLOSURE ABSTRACT

- | | | |
|----|-----------------------------------|---|
| 1. | (a) PROJECT: | 1800 LANILOA PLACE
1800 Laniloa Place,
Wahiawa, Hawaii 96786 |
| | (b) DEVELOPER: | 1800 LANILOA LLC
6023 Kaniela Place
Honolulu, Hawaii 96821
Telephone: (808) 842-5853 |
| | (c) <u>MANAGING
AGENT:</u> | Self Managed by Association
of Apartment Owners |
| | (d) <u>REAL ESTATE
BROKER</u> | Kenneth R. Sikes
98-023 Hekaha Street
Aiea, Hawaii 96701 |

2. Breakdown of annual maintenance fees and monthly estimate costs for each unit are more fully described on Exhibit "I" attached hereto (revised and updated every twelve (12) months and certified to have been based on generally accepted accounting principles).

3. DESCRIPTION OF ALL WARRANTIES COVERING THE UNITS AND COMMON ELEMENTS:

The Developer is not making any warranties relating to the materials and workmanship of the Units.

4. USE OF UNITS. Units A and B shall be occupied and used only for residential purposes by the respective owners, their tenants, families, domestic servants and social guests, and for any other purpose permitted by the land use ordinance for the City and County of Honolulu. Units C and D are currently used for storage but may be used for any purpose permitted by the Land Use Ordinances for the City and County of Honolulu.

5. EXISTING STRUCTURES BEING CONVERTED. Based upon a report prepared by BEN TORIGOE, Registered Professional Architect, the Developer states:

a. The present conditions of all structural components and mechanical and electrical installation material to the use and enjoyment of the Units A and B appear to be good.

b. The Developer makes no representations with respect to the expected useful life of each item set forth in paragraph (a); and

c. There are no outstanding notices of uncured violations of building code or other municipal regulations.

d. The Project's number of all-weather surface off-street parking spaces (3) and a driveway which lacks an all-weather surface are considered non-conforming.

EXHIBIT "1"
ESTIMATED OPERATING EXPENSES
 For Period September 1, 2005 to August 31, 2006
 As Prepared by Developer

Estimated Annual Expenses:

*	Ground Maintenance	\$ -0-
	^{1/} Water/Sewer	\$ -0-
^{1/}	Electricity:	\$ -0-
^{2/}	Fire Insurance:	\$ -0-
^{3/}	Reserves:	\$ -0-
^{4/}	Management Fee:	\$ -0-
	Administrative Expenses	\$ -0-
^{5/}	Common Driveway Maintenance:	\$ -0-
	TOTAL ANNUAL EXPENSES	\$ -0-

Estimated Monthly Expenses:

\$ -0-

Estimated Monthly Maintenance Fee for Each Apartment:

\$ -0-

Notes: ^{1/} All utilities will be separately metered or submetered or otherwise charged, and the common elements will incur no separate utility charges.

^{2/} Section 514A-86, Hawaii Revised Statutes, requires the Association of Apartment Owners to purchase fire insurance to cover the improvements of the Project, and that premiums be common expenses. Developer anticipates that the Association will elect to permit individual apartment owners to obtain and maintain separate policies of fire insurance and name the Association as an additional insured. In such case, fire insurance premiums will be the responsibility of individual apartment owners and not common expenses.

^{3/} Developer discloses that no reserve study was done in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

^{4/} The Project will be self managed by the Association of Apartment Owners.

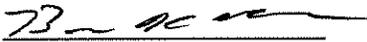
^{5/} Units B and C (and any successor Units to Unit C) will share the cost of maintenance and repair of the Road Limited Common Element to be allocated among Units B & C (or successor Units to Unit C) in accordance with the proportionate common interest of each of Units B and C (or successor units to Unit C) bears to the common interests of Units B and C (or successor units to Unit C) when such maintenance and repair becomes necessary, provided Unit B shall not be responsible for any repair or maintenance of the Road Limited Common Element located below the ingress/egress access to Exclusive Use Area "B" unless such repair or maintenance results from Unit B's use of said Road or Exclusive Use Area B. No monthly or annual fees will be collected. At the time of repair, the cost of maintenance and repair will be assessed against each Apartment.

* No Ground Maintenance is currently required. However, when the Project is further or fully developed, there may be a common element private park which will require the Units in the Project to pay for maintenance.

The Developer certifies that the maintenance fees and costs as estimated by the Developer is based on generally accepted accounting principles.

Dated: August 22, 2005

1800 LANILOA LLC
a Hawaii limited liability company

By 
Bruce Ekimura
Its Managing Member

“Developer”

**WESLEY T. TENGAN**

Licensed Professional Land Surveyor

P.O. Box 240953 • Honolulu, Hawaii 96824 • 735-4207 phone • 735-6037 fax

Monday, January 03, 2005

Old Republic Title & Escrow of Hawaii, Ltd.
98-211 Pali Momi Street, Suite 535
Aiea, Hawaii 96701

Attn: Quentin Chun

RE: Portion of Parcel 17 of Tax Map Key 7-5-08
1800 Laniloa Place Unit D
Unit D of "1800 Laniloa Place"
Seller: Ekimura

Dear Mr. Chun,

This is to inform you that on December 29, 2004, a survey crew under my supervision and direction staked the subject lot and located improvements along the perimeter.

The following is a list of improvements located along with their respective positions:

- A. Concrete from Parcel 5 extends approximately 0.2 ft. to 1.9 ft. to 1.2 ft. for a length of 85.0 ft. into subject Unit D.
- B. End of rock wall from Parcel 5 extends approximately 1.3 ft. into subject Unit D.
- C. Rock wall is on subject Unit D and Roadway. The portion of it from subject Unit D extends approximately 0.0 ft. to 0.1 ft. 0.0 ft. for a length of 8.2 ft. into Parcel 5.
- D. Concrete drain from subject Unit D extends approximately 0.8 ft. to 1.8 ft. to 0.0 ft. for a length of 8.2 ft. into Parcel 5. Another portion of it extends approximately 2.1 ft. to 2.8 ft. to 0.3 ft. for a length of 5.2 ft. into Laniloa Place.
- E. Rock wall is on subject Unit D.
- F. Concrete drain with metal grating from subject Unit D extends approximately 2.8 ft. to 0.6 ft. for a length of 18.7 ft. into Laniloa Place.
- G. Rock wall from subject Unit D extends approximately 0.3 ft. to 0.0 ft. for a length of 4.2 ft. into Laniloa Place.
- H. Concrete box is on Roadway and Laniloa Place.
- J. Rock wall is on subject Unit D and Roadway (appears to be a common wall).

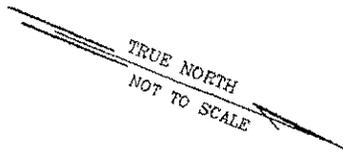
Should you have any questions, please contact me at 735-4207 or on my pager at 539-6158.

Very truly yours,

WESLEY T. TENGAN
Licensed Professional Land Surveyor

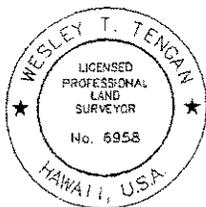
Exhibit "I"-Page 1

Thank You . . .



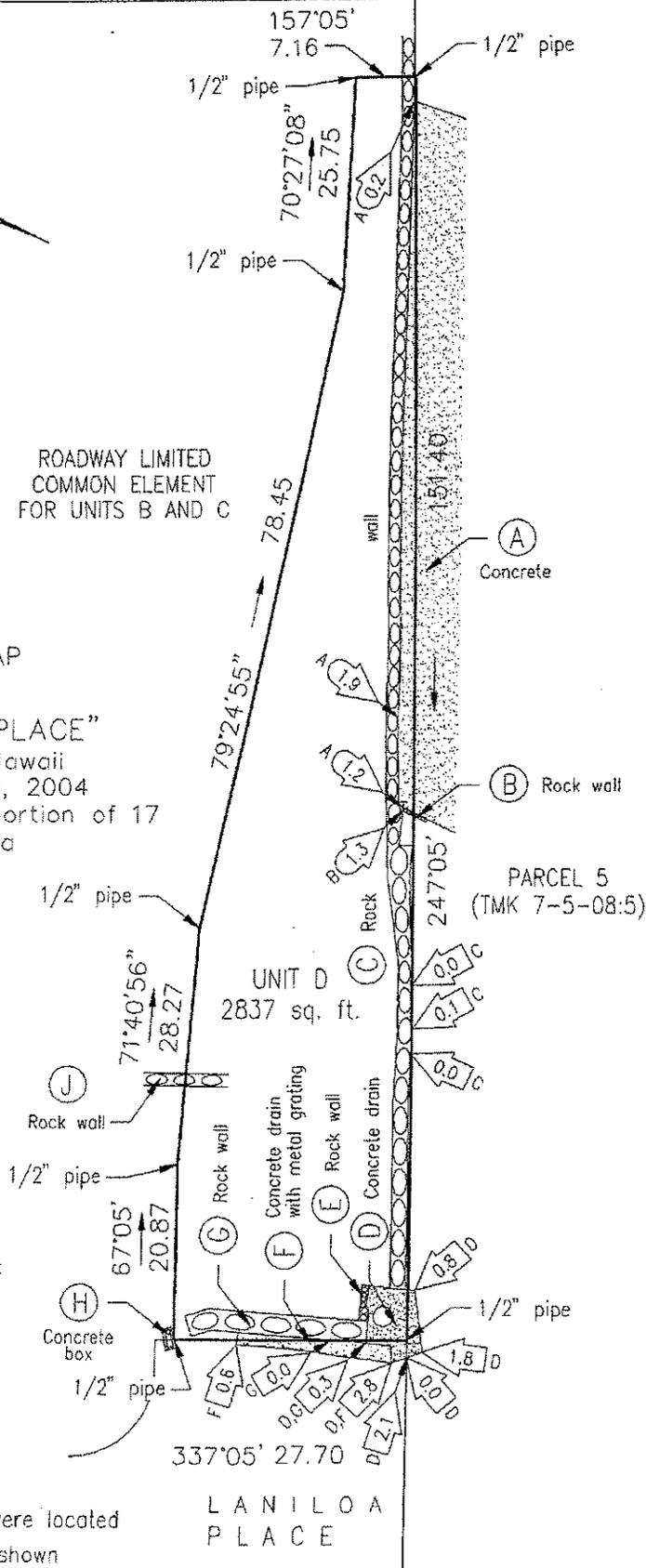
ROADWAY LIMITED
COMMON ELEMENT
FOR UNITS B AND C

PERIMETER MAP
UNIT D
"1800 LANILOA PLACE"
Wahiawa, Oahu, Hawaii
Date: December 29, 2004
Tax Map Key: 7-5-08: portion of 17
Seller: Ekimura



THIS WORK WAS PREPARED BY ME
OR UNDER MY SUPERVISION

Wesley T. Tengan
Signature



Notes:

1. Only improvements shown were located
2. All easements may not be shown
3. denotes approximate distance out of property
4. denotes approximate distance into property

LANILOA
PLACE

**WESLEY T. TENGAN**

Licensed Professional Land Surveyor

P.O. Box 240953 • Honolulu, Hawaii 96824 • 735-4207 phone • 735-6037 fax

Thursday, January 06, 2005

Old Republic Title & Escrow of Hawaii, Ltd.
98-211 Pali Momi Street, Suite 535
Aiea, Hawaii 96701

Attn: Quentin Chun

RE: Portion of Parcel 17 of Tax Map Key 7-5-08
1800 Laniloa Place Unit C
Unit C of "1800 Laniloa Place"
Seller: Ekimura

Dear Mr. Chun,

This is to inform you that on January 4, 2005, a survey crew under my supervision and direction staked the subject lot and located improvements along the perimeter.

The following is a list of improvements located along with their respective positions:

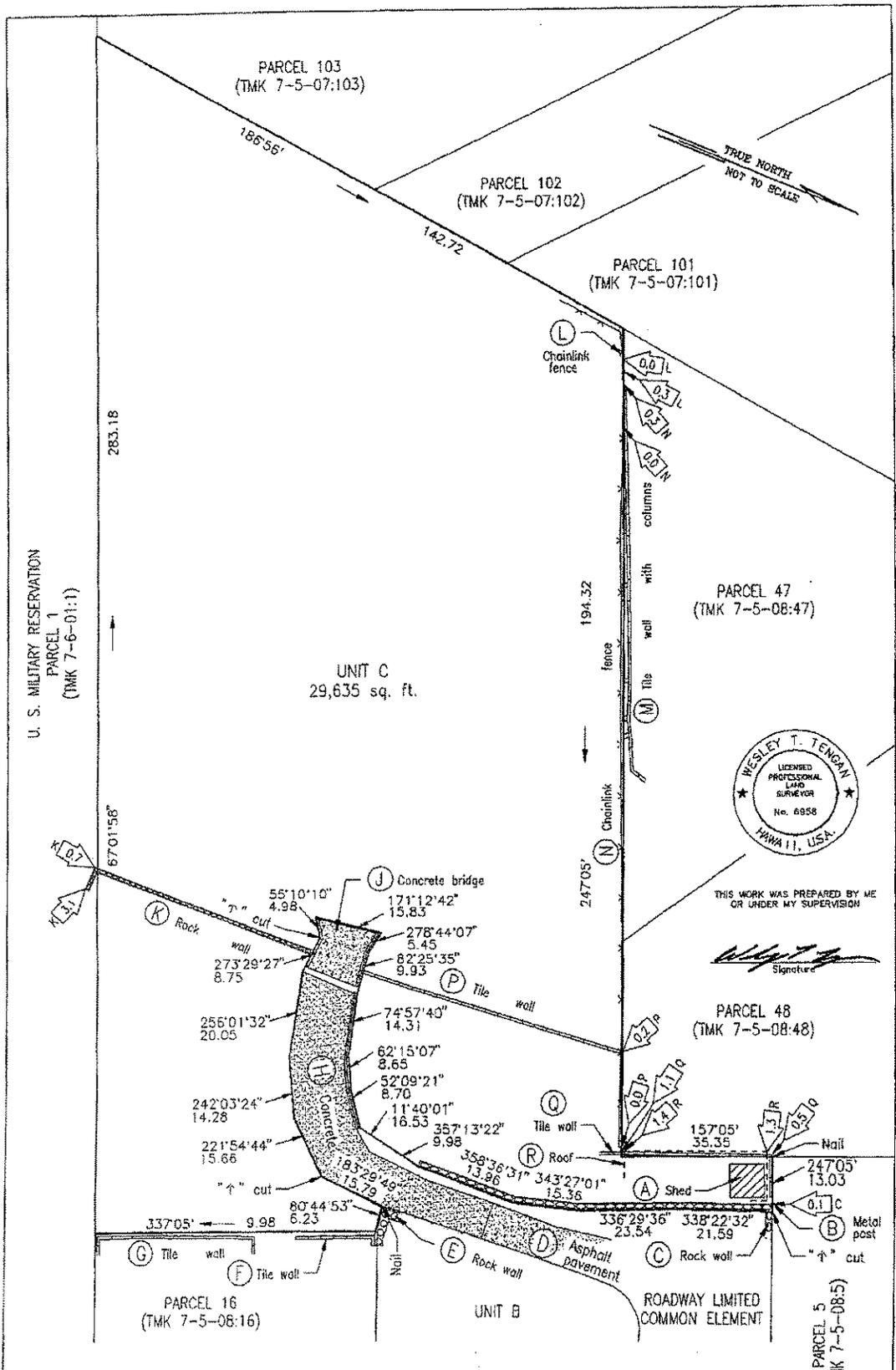
- A. Shed is on subject Unit C.
- B. Metal post is on Parcel 5.
- C. Rock wall is on subject Unit C and Roadway (appears to be a common wall). The corner of it extends approximately 0.1 ft. into Parcel 5.
- D. Asphalt pavement is on Unit B and Roadway.
- E. Rock wall is on Unit B and Parcel 16.
- F. Tile wall is on Parcel 16.
- G. Tile wall is on Parcel 16.
- H. Concrete is on subject Unit C, Roadway, and Unit B (appears to be a common concrete).
- J. Concrete bridge is on subject Unit C.
- K. Rock wall from subject Unit C extends approximately 3.1 ft. to 0.7 ft. for a length of 5.7 ft. into Parcel 1.
- L. Chainlink fence from subject Unit C extends approximately 0.0 ft. to 0.3 ft. for a length of 3.0 ft. into Parcel 47.
- M. Tile wall with columns is on Parcel 47.
- N. Chainlink fence from subject Unit C extends approximately 0.3 ft. to 0.0 ft. for a length of 10.0 ft. into Parcel 47.
- P. Tile wall is on subject Unit C and Roadway (appears to be a common wall). The portion of it bordering subject Unit C extends approximately 0.2 ft. to 0.0 ft. for a length of 22.2 ft. into Parcel 48.
- Q. Tile wall from subject Unit C extends approximately 1.1 ft. to 0.5 ft. for a length of 35.3 ft. into Parcel 48.
- R. Roof from subject Unit C extends approximately 1.4 ft. to 1.3 ft. for a length of 33.3 ft. into Parcel 48.

Should you have any questions, please contact me at 735-4207 or on my pager at 539-6158.

Very truly yours,

WESLEY T. TENGAN
Licensed Professional Land Surveyor

Exhibit "J"-Page 1
Thank You . . .



- Notes:
1. Only improvements shown were located
 2. All easements may not be shown
 3. All property corners are defined by 1/2" pipes unless otherwise noted
 4. (Q) denotes approximate distance out of property
 5. (B) denotes approximate distance into property

PERIMETER MAP
 UNIT C
 "1800 LANILOA PLACE"
 Wahiawa, Oahu, Hawaii
 Date: January 4, 2005
 Tax Map Key: 7-5-08:portion of 17
 Seller: Ekimura



R-190 STATE OF HAWAII
 BUREAU OF CONVEYANCES
 RECORDED
 AUG 02, 2005 08:01 AM
 Doc No(s) 2005-152604



/s/ CARL T. WATANABE
 REGISTRAR OF CONVEYANCES

20 1/2 Z3

Return by mail() pick-up()

This instrument has been presented for recordation by OLD REPUBLIC TITLE AND ESCROW OF HAWAII as an accommodation only. It has not been examined as to its execution or as to its exactness on the title to the property described therein.

680004988-DC VRS

K2pgs

Tax Map Key No.: 1/7-5-008-017 & 1/7-5-008-048

ENCROACHMENT AGREEMENT AND LICENSE

THIS AGREEMENT is dated May 31, 2005, by and between ASSOCIATION OF APARTMENT OWNERS OF 1800 LANILOA PLACE, whose address is C/O 98-023 Hekaha St. F-2, Hialeah #1, hereinafter called "First Party," and FRANK DEWITT RAMPEY and ROSEMARIE RAMPEY, husband and wife, whose address is 4098-023 Hekaha St. F-2, Hialeah #1 hereinafter called "Second Party,"

RECITALS:

- A. First Party is the owner of the property described in Exhibit "A" attached hereto and made a part hereof, being further identified as Tax Map Key: 1/7-5-008-017, hereinafter called the "First Party Lot".
- B. Second Party is the owner of the property described in Exhibit "B" attached hereto and made a part hereof, being further identified as Tax Map Key: 1/7-5-008-048, hereinafter called the "Second Party Lot".
- C. Tile wall indicated on the map attached hereto as Exhibit "C" as #Q extends into the Second Party Lot by approximately 1.1 feet to 0.5 feet for a length of 35.3 feet (hereinafter referred to as "Encroachment 1"); roof indicated on the aforementioned map as #R extends into the Second Party Lot by approximately 1.4 feet to 1.3 feet for a length of 33.3 feet (hereinafter referred to as "Encroachment 2") (collectively the aforementioned encroachments shall hereinafter be referred to as "Encroachments").

The foregoing encroachments are more particularly shown in that certain Map dated January 4, 2005 prepared by Wesley T. Tengan, Licensed Professional Land Surveyor, attached hereto as Exhibit "C".

- D. The parties hereto wish to set forth their agreements concerning the Encroachments.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **License.** **Second Party** hereby grants **First Party** two separate licenses, license 1 for Encroachment 1 and license 2 for Encroachment 2, on the terms and conditions set forth herein, to maintain on the **Second Party Lot** the portion of Encroachments 1 and 2 which presently encroach on the **Second Party Lot**, such portion being shown on the map attached hereto as Exhibit "C". **First Party** declares that **First Party** does not make any claim against the **Second Party Lot** by virtue of the Encroachments. Therefore, **First Party** forever relinquishes any accrued right, if any, to claim title to or right of possession of any portion of the **Second Party Lot** as a result of the Encroachments.
2. **Termination of License.** Either license 1 or 2 granted hereby shall automatically terminate if the related Encroachment (Encroachment 1 or 2, whichever the case may be) is hereafter removed by **First Party** or substantially destroyed by any cause beyond the control of and without the negligence of **Second Party**. These licenses shall not, however, permit **First Party** to rebuild on the **Second Party Lot** the Encroachments removed by **First Party** or substantially destroyed by any cause beyond the control of and without the negligence of **Second Party**. At such time as either Encroachment is completely removed by **First Party** or substantially destroyed by any cause beyond the control and without the negligence of **Second Party**, the license related to that said Encroachment shall terminate and this Agreement shall continue for the remaining licenses until such time as all remaining Encroachments are completely removed by **First Party** or substantially destroyed by any cause beyond the control and without the negligence of **Second Party**, whereupon this Agreement shall automatically terminate. **First Party** shall then prepare or cause to be prepared, at **First Party's** expense, and the parties hereto shall execute and record, at **First Party's** expense, evidence of such termination. "Substantially destroyed" shall mean more than one-half (1/2) of the Encroachment shall be damaged or destroyed.
3. **Maintenance and Repairs.** **First Party** shall be solely responsible for maintenance, repair and upkeep of the Encroachments. **First Party** shall maintain the Encroachments in conformity with all applicable laws, ordinances, rules, and regulations. The cost of so maintaining the Encroachments shall be borne by **First Party**. **First Party** shall indemnify and hold **Second Party** and **Second Party's** tenants harmless from any loss, cost or damage resulting from **First Party's** failure to so maintain the Encroachments, or by reason of the quality, condition or repair of the Encroachments when such loss, damage, injury or death arises out of or proximately results from the negligence, wrongful act or failure to act of **First Party**, **First Party's** tenants, family, invites, servants, or guests. **Second Party** shall not, by any act or omission, undermine the structural integrity of the Encroachments.
4. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal

representatives and assigns. This Agreement shall be deemed a covenant running with the land provided, however, that nothing herein contained shall be construed as a conveyance by either party of his or her respective rights in the fee simple interest of his or her lot.

5. **Headnotes.** The headnotes or captions of each paragraph are for convenience only and shall not be construed as modifying the context thereof.

THE PARTIES agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all parties. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and acknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties have executed this instrument.

ASSOCIATION OF APARTMENT OWNERS OF 1800 LANILOA PLACE

By Joseph R. Sikes
Name: JOSEPH R. SIKES
Its: Member

By June J. Sikes
Name: June J. Sikes
Its: Member

By Bruce Ekimura
Name: Bruce Ekimura
Its: Member

"First Party"

State of ~~Hawaii~~ Florida)
City and County of ~~Honolulu~~ Okaloosa

On May 23, 2006, before me personally appeared Joseph R. Sikes,
and June J. Sikes, to me personally known, who, being by me duly
sworn or affirmed, did say that they are members of the ASSOCIATION OF APARTMENT
OWNERS OF 1800 LANILOA PLACE, and that such person(s) executed the foregoing instrument as
the free act and deed of such person(s), and as the free act and deed of said association.



Tonya Hamilton
My Commission DD267330
Expires February 03, 2008

Tonya Hamilton
Type or print name:
Notary Public, State of Hawaii Florida
My commission expires:
February 3, 2008

IN WITNESS WHEREOF, the parties have executed this instrument.

ASSOCIATION OF APARTMENT OWNERS OF 1800 LANILOA PLACE

By [Signature]
Name: Greg J. Hess
Its: Member

By [Signature]
Name: Susanna Hess
Its: Member

By [Signature]
Name: DRUCE KIMURA
Its: Member

"First Party"

State of Hawaii)
City and County of Honolulu) SS.

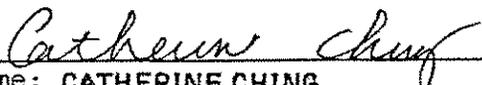
On the 22nd of May 2005, before me personally appeared Greg J. Hess, Susanna Hess and _____, to me personally known, who, being by me duly sworn or affirmed, did say that they are members of the ASSOCIATION OF APARTMENT OWNERS OF 1800 LANILOA PLACE, and that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and as the free act and deed of said association.



Monika Ralk
Type or print name: MONIKA RALK
Notary Public, State of Hawaii
My commission expires: 10/21/07

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

On this 31th day of May, 2005, before me appeared BRUCE EKIMURA, to me personally known who, being by me affirmed, did say that he is a member of 1800 LANILOA, LLC, a Hawaii Limited Liability Company, that 1800 LANILOA, LLC, is a member of the ASSOCIATION OF APARTMENT OWNERS OF 1800 LANILOA PLACE, and that the instrument was signed on behalf of the limited liability company by authority of its members and BRUCE EKIMURA acknowledged the instrument to be the free act and deed of the limited liability company.

14

Name: CATHERINE CHING
Notary Public, State of Hawaii

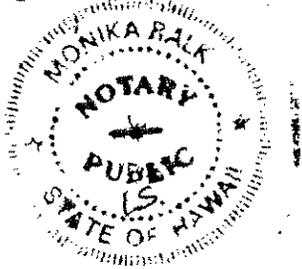
My commission expires: MAY 18, 2007

Frank Dewitt Rampey
FRANK DEWITT RAMPEY
Rosemarie Rampey
ROSEMARIE RAMPEY

"Second Party"

State of Hawaii)
City and County of Honolulu) SS.

On the 17th of May 2005, before me personally appeared FRANK DEWITT RAMPEY, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Monika Ralk
Type or print name: MONIKA RALK
Notary Public, State of Hawaii
My commission expires: 10/24/07

State of Hawaii)
City and County of Honolulu) SS.

On the 17th of May 2005, before me personally appeared ROSEMARIE RAMPEY, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Monika Ralk
Type or print name: MONIKA RALK
Notary Public, State of Hawaii
My commission expires: 10/24/07

Exhibit "A"

The land referred to is situated in the State of Hawaii, and is described as follows:

All of that certain parcel of land (being portion[s] of the land[s] described in and covered by Land Patent Grant Number 4621 to Edgar Wood) situate, lying and being at the Westerly end of 30 foot road at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, being LOT "N" and thus bounded and described:

Beginning at the North corner of this lot, being also the West corner of 30 foot road, the coordinates of which referred to Government Survey Triangulation Station "KOKOLOEA" are 5,017.77 feet North and 12,564.33 feet East, and running by azimuths measured clockwise from true South:

1. 337° 05' 30.00 feet along the Westerly end of 30 foot road;
2. 247° 05' 4.00 feet along the Southeasterly side of 30 foot road;

Thence along the Southeasterly side of 30 foot road, on a curve to the right with a radius of 10.00 feet, the chord azimuth and distance being:
3. 292° 05' 14.14 feet;
4. 337° 05' 20.00 feet along the Southeasterly side of 30 foot road;
5. 247° 05' 15.00 feet along same;
6. 337° 05' 32.00 feet along remainder of Land Patent Grant 4621 to Edgar Wood;
7. 67° 05' 195.00 feet along remainder of same;
8. 337° 05' 66.88 feet along remainder of same;
9. 67° 01' 58" 283.18 feet along the land of Waianae-Uka, United States Military Reservation;
10. 186° 56' 142.72 feet along remainder of said Land Patent Grant 4621;
11. 247° 05' 194.32 feet along remainder of same;
12. 157° 05' 35.35 feet along remainder of same;

13. - 247° 05'

183.85 feet along remainder of same to the point of beginning and containing an area of 47,851 square feet or 1.099 acres, more or less.

End of Exhibit "A"

Exhibit "B"

All of that certain parcel of land situate at Wahiawa, City and County of Honolulu, being a portion of Grant 4621 to Edgar Wood, being LOT 2, being also a portion of Lot 9, Leilehua Farm Tract, and more particularly described as follows:

Beginning at a pipe on the southeast corner of this parcel of land, along Lot "N" of Wahiawa Highlands, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKOLOEA" being _____ feet North and _____ feet East and thence running by azimuths measured clockwise from True South:

1. 67° 05' 50.14 feet along Lot "N" of Wahiawa Highlands to a pipe;
2. 121° 40' 120.07 feet along Lot 3 to a "+" on concrete;
3. 186° 56' 45.00 feet along Lot 3, to a pipe;
4. Thence along Lot 4 (Roadway on a curve to the right with radius of 20 feet, the chord azimuth and distance being 231° 56' 28.28 feet to a pipe;
5. 186° 56' 30.00 feet along Lot 4 (Roadway) to a pipe;
6. 327° 45' 72.25 feet along Lot 1, to a pipe;
7. 301° 40' 72.85 feet along Lot 1, to a pipe;
8. 337° 05' 38.00 feet along Lots "M" and "N" of Wahiawa Highlands to the point of beginning and containing an area of 10,073 Square Feet.

TOGETHER WITH, a right-of-way for roadway and utility purposes in common with others entitled thereto over, across, along, upon and through roadway Lot 4, described as follows:

All of that certain parcel of land situate at Wahiawa, City and County of Honolulu, being a portion of Grant 4621 to Edgar Wood, LOT 4 (Roadway), being also a portion of Lot 9, Leilehua Farm Tract, more particularly described as follows:

Beginning at a pipe (found) on the north corner of this parcel of land on the Southerly end of Kalie Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKOLOEA" being 5261.14 feet north and 12560.14 feet east thence running by azimuths measured clockwise from True South:

1. Thence along Lot 1 of this Subdivision on a curve to the left with a radius of 19.96 feet, the azimuth and distance being, 37° 00' 30" 20.00 feet to a pipe;
2. 6° 56' 60.63 feet along Lot 1;

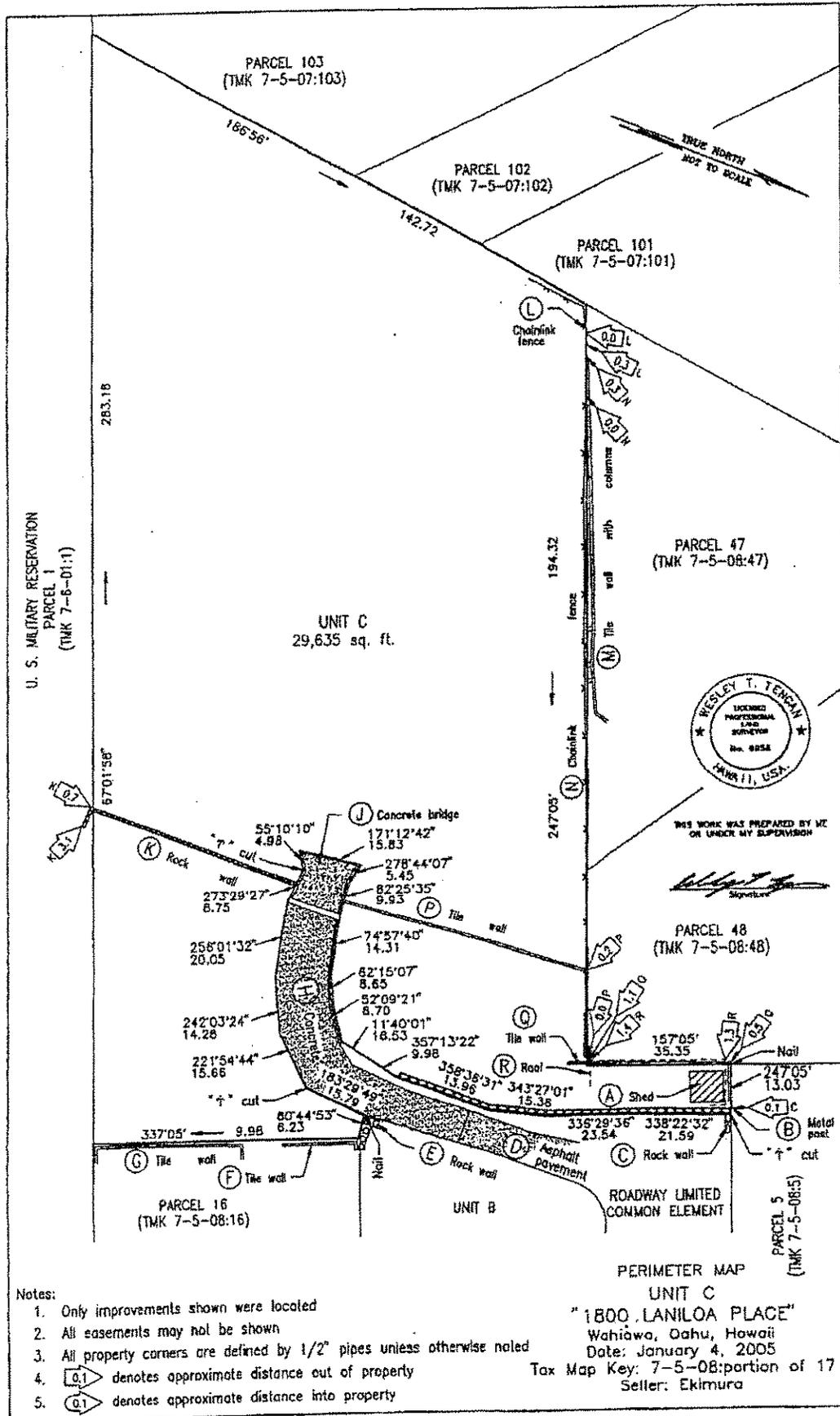
3. Thence on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being, 321° 56' 28.28 feet to a pipe;
4. 6° 56' 30.00 _____
5. Thence on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being 51° 56' 28.28 feet to a pipe;
6. 6° 56' 5.00 feet to a pipe;
7. 96° 56' 16.00 feet along Lot 3 to a pipe;
8. 186° 56' 42.00 feet along Lot B-4, Leilehua Farm Tract to a pipe;
9. 96° 56' 13.17 feet along Lot B-4, Leilehua Farm Tract to a pipe;
10. 187° 03' 12.10 feet along Lot B-4, Leilehua Farm Tract to a spike;
11. 260° 13' 13.56 feet along Lot B-4, Leilehua Farm Tract to a pipe;
12. 247° 05' 30.00 feet along Southerly end of Kalie Street to the point of beginning and containing an area of 4304 Square Feet.

TOGETHER WITH, a Sanitary Sewer Pipeline Easement (6-Foot wide) over, across and under Lot 3, said Easement being more particularly bounded and described as follows:

1. 6° 56' 8.49 feet;
2. 51° 56' 8.47 feet;
3. 186° 56' 8.49 feet;
4. 231° 56' 8.47 feet to the point of beginning and containing an area of 51 Square Feet.

End of Exhibit "B"

EXHIBIT C



Notes:

1. Only improvements shown were located
2. All easements may not be shown
3. All property corners are defined by 1/2" pipes unless otherwise noted
4. 0.1 denotes approximate distance out of property
5. 0.1 denotes approximate distance into property

PERIMETER MAP
 UNIT C
 "1800 LANILOA PLACE"
 Wahiawa, Oahu, Hawaii
 Date: January 4, 2005
 Tax Map Key: 7-5-08:portion of 17
 Seller: Ekimura

1800 LANILOA PLACE UNIT C



R-191

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
AUG 02, 2005 08:01 AM

Doc No(s) 2005-152605



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 2/2 23

Return by mail() pick-up()

This instrument has been presented for recordation by OLD REPUBLIC TITLE AND ESCROW OF HAWAII as an accommodation only. It has not been examined as to its execution or as to its exact on the title to the property described therein.

6813004988 DC 21RS

16pds

Tax Map Key No.: 1/7-5-008-005 & 1/7-5-008-017

MUTUAL ENCROACHMENT AGREEMENT AND LICENSES

THIS AGREEMENT is dated May 31, 2005, by and between VIVIAN SANTIAGO CABAL as Trustee of the Revocable Self-Trusteed Living Trust of VIVIAN SANTIAGO CABAL dated November 30, 1990, with full powers to sell, convey, mortgage, lease, whose address is 46 98-023 Hekeke St. F-2, Aiea HI, hereinafter called "First Party," and ASSOCIATION OF APARTMENT OWNERS OF 1800 LANILOA PLACE, whose address is 46 98-023 Hekeke St. F-2, Aiea HI, hereinafter called "Second Party,"

RECITALS:

- A. First Party is the owner of the property described in Exhibit "A" attached hereto and made a part hereof, being further identified as Tax Map Key: 1/7-5-008-005, hereinafter called the "First Party Lot".
- B. Second Party is the owner of the property described in Exhibit "B" attached hereto and made a part hereof, being further identified as Tax Map Key: 1/7-5-008-017, hereinafter called the "Second Party Lot".
- C. There exists the following encroachments:
 1. Concrete indicated on the map attached hereto as Exhibit "C" as #A extends into the Second Party Lot by approximately 0.2 feet to 1.9 feet to 1.2 feet for a length of 85.0 feet (hereinafter referred to as "Encroachment 1"); and
 2. End of rock wall indicated on the aforementioned map as #B extends into the Second Party Lot by approximately 1.3 feet (hereinafter referred to as "Encroachment 2"); and

3. Concrete drain indicated on the aforementioned map as #D extends into the **First Party Lot** by approximately 0.8 feet to 1.8 feet to 0.0 feet for a length of 8.2 feet (hereinafter referred to as "Encroachment 3").

Collectively the aforementioned encroachments shall hereinafter be referred to as "Encroachments".

The foregoing encroachments are more particularly shown in that certain Map dated January 4, 2005 prepared by Wesley T. Tengan, Licensed Professional Land Surveyor, attached hereto as Exhibit "C".

- D. The parties hereto wish to set forth their agreements concerning the Encroachments.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Licenses 1 and 2.** **Second Party** hereby grants **First Party** two separate licenses, License 1 for Encroachment 1 and License 2 for Encroachment 2, on the terms and conditions set forth herein, to maintain on the **Second Party Lot** the portion of Encroachments 1 and 2 which presently encroach on the **Second Party Lot**, such portion being shown on the map attached hereto as Exhibit "C". **First Party** declares that **First Party** does not make any claim against the **Second Party Lot** by virtue of the Encroachments. Therefore, **First Party** forever relinquishes any accrued right, if any, to claim title to or right of possession of any portion of the **Second Party Lot** as a result of the Encroachments.
2. **License 3.** **First Party** hereby grants **Second Party** a license, License 3 for Encroachment 3, on the terms and conditions set forth herein, to maintain on the **First Party Lot** the portion of Encroachment 3 which presently encroaches on the **First Party Lot**, such portion being shown on the map attached hereto as Exhibit "C". **Second Party** declares that **Second Party** does not make any claim against the **First Party Lot** by virtue of the Encroachment. Therefore, **Second Party** forever relinquishes any accrued right, if any, to claim title to or right of possession of any portion of the **First Party Lot** as a result of the Encroachment.
3. **Termination of Licenses 1 and 2.** Either license 1 or 2 granted hereby shall automatically terminate if the related Encroachment (Encroachment 1 or 2 whichever the case may be) is hereafter removed by **First Party** or substantially destroyed by any cause beyond the control of and without the negligence of **Second Party**. These licenses shall not, however, permit **First Party** to rebuild on the **Second Party Lot** the Encroachments removed by **First Party** or substantially destroyed by any cause beyond the control of and without the negligence of **Second Party**. At such time as either Encroachment is completely removed by **First Party** or substantially destroyed by any cause beyond the control and without the negligence of **Second Party**, the license related to that said Encroachment shall terminate and this Agreement shall continue for the remaining licenses until such time as all remaining Encroachments are completely removed by **First Party** or substantially destroyed by any cause beyond the control and without the negligence of **Second Party**, whereupon this Agreement

shall automatically terminate. **First Party** shall then prepare or cause to be prepared, at **First Party's** expense, and the parties hereto shall execute and record, at **First Party's** expense, evidence of such termination. "Substantially destroyed" shall mean more than one-half (1/2) of the Encroachment shall be damaged or destroyed.

4. **Termination of License 3.** License 3 granted hereby shall automatically terminate if Encroachment 3 is hereafter removed by **Second Party** or substantially destroyed by any cause beyond the control of and without the negligence of **First Party**. The license shall not, however, permit **Second Party** to rebuild on the **First Party Lot** the Encroachment removed by **Second Party** or substantially destroyed by any cause beyond the control of and without the negligence of **First Party**. At such time as all of the Encroachment is completely removed by **Second Party** or substantially destroyed by any cause beyond the control and without the negligence of **First Party**, License 3 shall terminate. **Second Party** shall then prepare or cause to be prepared, at **Second Party's** expense, and the parties hereto shall execute and record, at **Second Party's** expense, evidence of such termination. "Substantially destroyed" shall mean more than one-half (1/2) of the Encroachment shall be damaged or destroyed.
5. **Maintenance and Repairs.** **First Party** shall be solely responsible for maintenance, repair and upkeep of Encroachments 1 and 2. **Second Party** shall be solely responsible for maintenance, repair and upkeep of Encroachment 3. **First Party** shall maintain the Encroachments 1 and 2 in conformity with all applicable laws, ordinances, rules, and regulations. **Second Party** shall maintain Encroachment 3 in conformity with all applicable laws, ordinances, rules, and regulations. The cost of so maintaining the Encroachments 1 and 2 shall be borne by **First Party**. The cost of so maintaining Encroachment 3 shall be borne by **Second Party**. **First Party** shall indemnify and hold **Second Party** and **Second Party's** tenants harmless from any loss, cost or damage resulting from **First Party's** failure to so maintain the Encroachments 1 and 2, or by reason of the quality, condition or repair of the Encroachments 1 and 2 when such loss, damage, injury or death arises out of or proximately results from the negligence, wrongful act or failure to act of **First Party**, **First Party's** tenants, family, invites, servants, or guests. **Second Party** shall indemnify and hold **First Party** and **First Party's** tenants harmless from any loss, cost or damage resulting from **Second Party's** failure to so maintain Encroachment 3, or by reason of the quality, condition or repair of Encroachment 3 when such loss, damage, injury or death arises out of or proximately results from the negligence, wrongful act or failure to act of **Second Party**, **Second Party's** tenants, family, invites, servants, or guests. **Second Party** shall not, by any act or omission, undermine the structural integrity of the Encroachments 1 and 2. **First Party** shall not, by any act or omission, undermine the structural integrity of Encroachment 3.
6. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives and assigns. This Agreement shall be deemed a covenant running with the land provided, however, that nothing herein contained shall be construed as a conveyance by either party of his or her respective rights in the fee simple interest of his or her lot.

7. **Headnotes.** The headnotes or captions of each paragraph are for convenience only and shall not be construed as modifying the context thereof.

THE PARTIES agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all parties. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and acknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties have executed this instrument.

Revocable Self-Trusteed Living Trust of
VIVIAN SANTIAGO CABAL dated
November 30, 1990

Vivian Santiago Cabal
VIVIAN SANTIAGO CABAL,
Trustee aforesaid

“First Party”

ASSOCIATION OF APARTMENT
OWNERS OF 1800 LANILOA PLACE

By *Greg F. Hess*
Name: Greg F. Hess
Its: Member

By *Susanne Hess*
Name: Susanne Hess
Its: Member

By *Bruce K. Kama*
Name: BRUCE KAMA
Its: Member

“Second Party”

IN WITNESS WHEREOF, the parties have executed this instrument.

~~Revocable Self-Trusteed Living Trust of
VIVIAN SANTIAGO CABAL dated
November 30, 1990~~

~~_____
VIVIAN SANTIAGO CABAL,
Trustee aforesaid~~

"First Party"

ASSOCIATION OF APARTMENT
OWNERS OF 1800 LANILOA PLACE

By *Joseph R. Sikes*
Name: JOSEPH R. SIKES
Its: Member

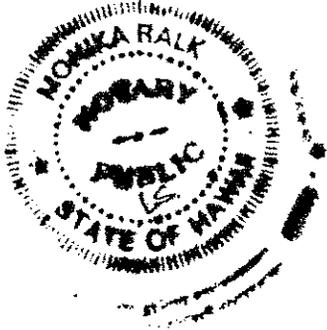
By *June J. Sikes*
Name: June J. Sikes
Its: Member

By *Bruce Kimura*
Name: BRUCE KIMURA
Its: Member

"Second Party"

State of Hawaii)
City and County of Honolulu) SS.

On the 20th of May 2005, before me personally appeared **VIVIAN SANTIAGO CABAL**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Monika Ralk
Type or print name: **MONIKA RALK**
Notary Public, State of Hawaii
My commission expires: 10/24/2007

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

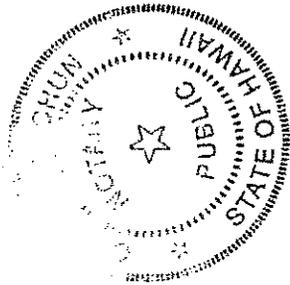
On this 31th day of May, 2005, before me appeared BRUCE EKIMURA, to me personally known who, being by me affirmed, did say that he is a member of 1800 LANILOA, LLC, a Hawaii Limited Liability Company, that 1800 LANILOA, LLC, is a member of the ASSOCIATION OF APARTMENT OWNERS OF 1800 LANILOA PLACE, and that the instrument was signed on behalf of the limited liability company by authority of its members and BRUCE EKIMURA acknowledged the instrument to be the free act and deed of the limited liability company.

Catherine Ching
Name: CATHERINE CHING
Notary Public, State of Hawaii

My commission expires: MAY 18, 2007

State of Hawaii)
City and County of Honolulu) SS.

On JUL - 1 2005, before me personally appeared Greg J. Hess,
Susanna Hess and _____, to me personally known, who, being by me duly
sworn or affirmed, did say that they are members of the **ASSOCIATION OF APARTMENT
OWNERS OF 1800 LANILOA PLACE**, and that such person(s) executed the foregoing instrument as
the free act and deed of such person(s), and as the free act and deed of said association.



ntc

Type or print name: QUENTIN K. CHUN
Notary Public, State of Hawaii
My commission expires: FEB - 5 2009

State of ~~Hawaii~~ Florida)
City and County of ~~Honolulu~~ Okaloosa

On May 23rd 2005, before me personally appeared Joseph R. Sikes,
and June J. Sikes, to me personally known, who, being by me duly
sworn or affirmed, did say that they are members of the ASSOCIATION OF APARTMENT
OWNERS OF 1800 LANILOA PLACE, and that such person(s) executed the foregoing instrument as
the free act and deed of such person(s), and as the free act and deed of said association.



Tonya Hamilton
My Commission DD287330
Expires February 03, 2008

Tonya Hamilton
Type or print name:
Notary Public, State of ~~Hawaii~~ Florida
My commission expires:
February 3, 2008

Exhibit "A"

All of the certain piece or parcel of land (being portion of Grant 4621 to Edgar Wood), situate on the northwesterly side of 30-foot road at Wahiawa, Waialua, City and County of Honolulu, State of Hawaii, and described per survey of R.M. Towill, Surveyor, dated September 20, 1946, as follows:

Lot M; beginning at the east corner of this lot, being also the South corner of Lot L, and on the northwesterly side of 30-foot road, the coordinates of which referred to Government Survey Trig. Station "Kokoloea" being 5,028.70 feet north and 12,590.18 feet east, running by azimuths measured clockwise from true South:

- | | | | |
|----|------|-----|---|
| 1. | 67° | 05' | 211.92 feet partly along northwesterly side of 30 foot road and along remainder of said Grant 4621; |
| 2. | 157° | 05' | 130.00 feet along remainder of said Grant 4621; |
| 3. | 247° | 05' | 211.92 feet along remainder of said Grant 4621; |
| 4. | 337° | 05' | 130.00 feet along remainder of said Grant 4621 to point of beginning, |

Containing an area of 27,550 square feet,

TOGETHER WITH an easement, in common with all others entitled thereto, for road proposes and all other utility purposes, over, along and under the following parcel of land (part of L.P. (Grant) No. 4653 to Thomas H. Gibson and said Grant 4621), situate at Wahiawa aforesaid, being Lot Q, and described per survey of R.M. Towill as follows:

Beginning at the northwest corner of this road, being also the south corner of Laniloa Place, the coordinates of which referred to aforesaid Trig. Station being 5,290.92 feet north and 12,876.61 feet east, and running by azimuths measured clockwise from true south:

- | | | | |
|----|------|-----|---|
| 1. | 247° | 05' | 50.00 feet along southeasterly side of Laniloa Place; |
| 2. | 337° | 05' | 160.00 feet along remainder of said Grant 4653; |
| 3. | 67° | 05' | 390.00 feet along remainders of said Grants 4653 and 4621; |
| | | | Thence along remainder of said Grant 4621, on a curve to the left with a radius of 10.0 feet, the chord azimuth and distance being: |
| 4. | 22° | 05' | 14.14 feet; |
| 5. | 337° | 05' | 20.00 feet along remainder of said Grant 4621; |

6.	67°	05'	30.00 feet along remainder of said Grant 4621;
7.	157°	05'	20.00 feet along remainder of said Grant 4621;
			Thence along remainder of said Grant 4621 on a curve to the left with a radius of 10.0 feet, the chord azimuth and distance being:
8.	112°	05'	14.14 feet;
9.	67°	05'	4.00 feet along remainder of said Grant 4621;
10.	157°	05'	30.00 feet along remainder of said Grant 4621;
11.	247°	05'	394.00 feet along remainder of said Grants 4621 and 4653;
			Thence along remainder of said Grant 4653 on a curve to the left with a radius of 20.0 feet, the chord azimuth and distance being:
12.	202°	05'	28.28 feet;
13.	157°	05'	90.00 feet along remainder of said Grant 4653;
			Thence along remainder of said Grant 4653 on a curve to the left with a radius of 20.0 feet, the chord azimuth and distance being:
14.	112°	05'	28.28 feet to point of beginning,

Containing an area of 27,550 square feet.

End of Exhibit "A"

Exhibit "B"

The land referred to is situated in the State of Hawaii, and is described as follows:

All of that certain parcel of land (being portion[s] of the land[s] described in and covered by Land Patent Grant Number 4621 to Edgar Wood) situate, lying and being at the Westerly end of 30 foot road at Wahiawa, District of Wahiawa, City and County of Honolulu, State of Hawaii, being LOT "N" and thus bounded and described:

Beginning at the North corner of this lot, being also the West corner of 30 foot road, the coordinates of which referred to Government Survey Triangulation Station "KOKOLOEA" are 5,017.77 feet North and 12,564.33 feet East, and running by azimuths measured clockwise from true South:

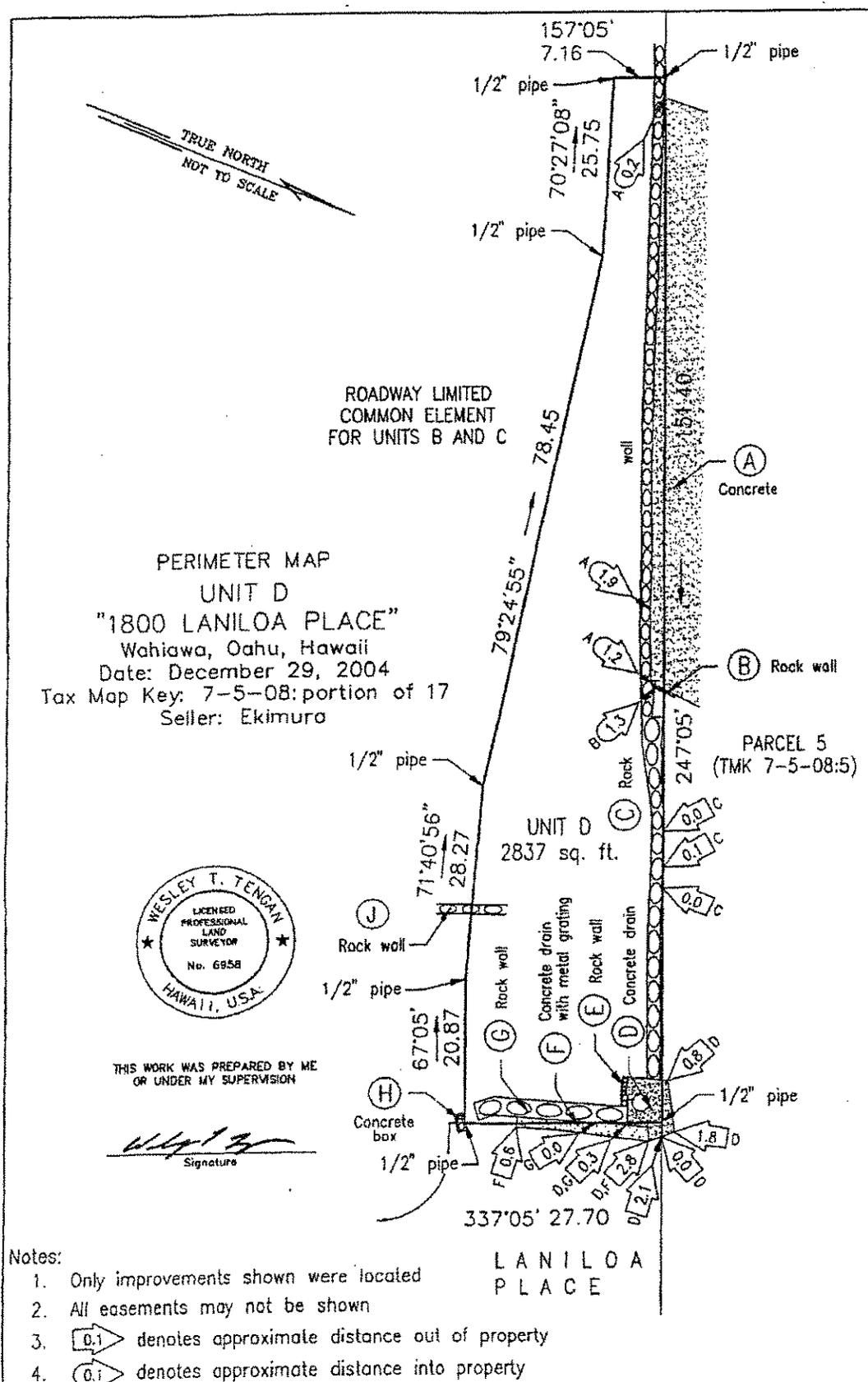
1. 337° 05' 30.00 feet along the Westerly end of 30 foot road;
2. 247° 05' 4.00 feet along the Southeasterly side of 30 foot road;
Thence along the Southeasterly side of 30 foot road,
on a curve to the right with a radius of 10.00 feet,
the chord azimuth and distance being:
3. 292° 05' 14.14 feet;
4. 337° 05' 20.00 feet along the Southeasterly side of 30 foot road;
5. 247° 05' 15.00 feet along same;
6. 337° 05' 32.00 feet along remainder of Land Patent Grant 4621 to Edgar Wood;
7. 67° 05' 195.00 feet along remainder of same;
8. 337° 05' 66.88 feet along remainder of same;
9. 67° 01' 58" 283.18 feet along the land of Waianae-Uka, United States Military Reservation;
10. 186° 56' 142.72 feet along remainder of said Land Patent Grant 4621;
11. 247° 05' 194.32 feet along remainder of same;
12. 157° 05' 35.35 feet along remainder of same;

13. 247° 05'

183.85 feet along remainder of same to the point of beginning and containing an area of 47,851 square feet or 1.099 acres, more or less.

End of Exhibit "B"

EXHIBIT C



1800 LANILOA PLACE UNIT D