



**REAL ESTATE COMMISSION
STATE OF HAWAII**

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL & VOCATIONAL LICENSING DIVISION

1010 Richards Street
P. O. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on

THE ROYAL CAPITOL PLAZA

876 Curtis Street

Honolulu, Hawaii

Registration No. 1629

Issued: March 25, 1987

Expires: September 22, 1987

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of March 20, 1987 and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

 PRELIMINARY: 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 when complete information is filed.
 (yellow)

 FINAL: The developer has legally created a condominium and has filed complete information with the Commission.
 (white)
 [] Supersedes all prior public reports
 [] Must be read together with _____

 X **SUPPLEMENTARY:** Updates information contained in the
 (pink)
 [] Prelim. Public Report dated _____
 [X] Final Public Report dated August 22, 1986
 [] Supp. 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 _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[] Required [X] 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.

The information in the Final Public Report of August 22, 1986, under the following topical headings has been changed:

Summary of the Condominium Project:

The total number of apartments have increased from 295 to 299. See pages 5, 6 and Exhibit A of this Report.

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A. Declaration. The Declaration has been amended to reflect the changes in the ownership of the land and in the floor plan for the 40th floor wherein the four penthouses originally planned were converted to eight apartments with the same floor plans as the apartments on the 33rd through the 39th floors. The foregoing change required changes in the common interest and the lease rent payable by each apartment. See Exhibits A and C of this Report.

B. Condominium Map. The Condominium Map was amended to reflect the change in the floor plan for the 40th floor.

C. Bylaws. The Bylaws were amended to delete reference to the previous owner of the land.

III. THE CONDOMINIUM PROJECT

A. Interest Conveyed to Buyer. The lease rent schedule has been revised. See Exhibit C.

B. Underlying Land. The fee simple title to the land is now owned by S. C. Enterprises. See page 10 of this Report.

C. Buildings and Other Improvements. Changes have been made to reflect the increase in the number of apartments. The information regarding recreational and common facilities has been changed. See pages 5 and 12 of this Report.

D. Common Interest. The common interests of the apartments have been re-computed. See Exhibit A of this Report.

E. Encumbrances Against Title. The schedule of encumbrances has been changed to reflect the recordation of the First Amendment to the Declaration and Amended Condominium Map and to otherwise update the status of the title to the land in accordance with the latest title report. See Exhibit F of this Report.

G. Maintenance Fees. The maintenance fees schedule has been revised. See Exhibit G of this Report.

J. Status of Construction. Estimated date of completion is September 30, 1987. See page 17 of this Report.

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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 Hawaii's "Horizontal Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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 they 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 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.

Some condominium projects are leasehold. This means that the land or the land, 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 owner/tenant) 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. The 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.

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 a vote of the owners. Some of these actions may significantly impact the quality of life for all 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 vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

(cite to appropriate pages
in text of report)

Interest to be Conveyed to Buyer: The interest to be conveyed to a buyer will be a leasehold estate in and to an apartment and an undivided interest in all common elements of the Project. Each apartment shall have appurtenant thereto an undivided interest in all common elements of the Project in the proportion as set forth in Exhibit A and the same proportionate share in all common profits and expenses of the Project and for all other purposes, including voting.

Type of Project:

- 1. New Building(s) Conversion
 Both New Building(s) and Conversion

- 2. Residential Commercial
 Mixed Residential and Commercial
 Other _____

- 3. High Rise (5 stories or more) Low Rise

- 4. Single or Multiple Buildings

- 5. Apartment Description See Exhibit A

<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>
27 diff. resid. types	_____	1-3 BR 1-2 Bath	From 542 s.f. to 1,091 s.f.	Some units have lanais (252-378 s.f.)
2 diff. comm. types	_____	_____	net area: 947 s.f. 1,511 s.f.	_____ _____
_____	_____	_____	_____	_____

Total Apartments: 299 (297 residential apartments and 2 commercial apartments)

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

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.

6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>380</u> (See Exhibit B for more detailed information)
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
Total Parking Stalls	<u>380</u>

7. Recreational amenities: The Project will have a garden lanai and a barbecue area on the 5th floor. There will also be a recreation lanai, a swimming pool, a whirlpool, a pool sundeck and separate men's and women's restroom and sauna on the 6th floor.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Senior Hawaii Corp. and Business Investment, Ltd. Phone: 536-1082
Name (Business)
Suite 2700, Pacific Tower, 1001 Bishop Street
Business Address
Honolulu, Hawaii 96813

Names of officers or general partners of developers who are corporations or partnerships:
See Exhibit J

Real Estate Sales Agent: Business Investment, Ltd. Phone: 536-1082
Name (Business)
Suite 2700, Pacific Tower, 1001 Bishop Street
Business Address
Honolulu, Hawaii 96813
Attention: Andrea G. Lehman
See Exhibit J for other agents

Escrow: Security Title Corporation Phone: 521-9511
Name (Business)
Suite 1200, Pacific Tower, 1001 Bishop Street
Business Address
Honolulu, Hawaii 96813

Managing Agent: Chaney, Brooks & Company Phone: 544-1831
Name (Business)
606 Coral Street
Business Address
Honolulu, Hawaii 96813

Attorney for Developer: Hong, Iwai and Hulbert (Attention: Donald K. Iwai)
Name
Suite 2200, Pauahi Tower, 1001 Bishop Street
Business Address
Honolulu, Hawaii 96813

**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 Horizontal Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. Declaration of Horizontal 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 — Book _____ Page _____
 Filed — Land Court — Document Number 1390933

Amendment date(s) and recording/filing information:

First Amendment to Declaration of Horizontal Property Regime dated March 16, 1987, filed as Document No. 1448147.

- 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 Conveyance Condo Map No. _____
 Filed — Land Court Condo Map No. 601

Amendment date(s) and recording/filing information:

Revised Condominium Map 601 filed on March 18, 1987.

- 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 way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded — Bureau of Conveyances — Book _____ Page _____
 Filed — Land Court — Document Number 1390934

Amendment date(s) and recording/filing information:

Amendment to Bylaws of Association of Apartment Owners of The Royal Capitol Plaza dated March 16, 1987, filed as Document No. 1448148.

D. House Rules. The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. 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 Documents

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 apartment owners who 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>67%</u>
House Rules	—	<u>The Board of Directors shall have the power to adopt, amend or repeal the House Rules.</u>

The percentages for individual condominium projects may be more than the minimum set by law.

2. Developer: The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules: The developer reserves the right to modify the Declaration, Bylaws, Apartment Lease and Escrow Agreement; provided that no such modification shall (a) increase buyer's share of common expenses, (b) require a substantial change of the building, (c) reduce substantially the size of an apartment, or (d) substantially impair or modify any of the obligations in respect of the building given or undertaken by the developer. The developer further reserves the right to make minor changes to any apartment and to the common elements; provided that no changes shall be made which shall affect the physical location or reduce the number of apartments in the Project or substantially change the design.

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to 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.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the underlying land will be in fee simple.
- Leasehold or Subleasehold: Individual apartments and the underlying land will be leasehold.

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

Exhibit C contains further explanations.

Lease Term Expires: December 29, 2053

Rent Renegotiation Date(s): December 30, 2018; December 30, 2028; and December 30, 2038

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit C contains a schedule of the lease rent for each apartment per Month Year.

Individual Apartments in Fee Simple, Underlying Land in Leasehold or Subleasehold:

The 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; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations.

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:

For Subleaseholds:

Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is Cancelled 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 cancelled or foreclosed.

B. Underlying Land:

Address: 876 Curtis Street Tax Map Key: 2-1-47:8 1st Div.
Honolulu, Hawaii (TMK)

Address TMK is expected to change because _____

Land Area: 56,563 square feet acre(s) Zoning: MUZ-C
Kakaako Community
Development District

Fee Owner: S.C. Enterprises, a California
limited partnership
name
21515 Hawthorne Blvd., Suite 500
address
Torrance, California 90503

Sublessor: TMS Housing Corporation
name
745 Fort Street, Suite 1830
address
Honolulu, Hawaii 96813

C. Buildings and Other Improvements:

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

2. Buildings: 1 Floors Per Building: 39

Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other Gypsum boards and studs, wooden doors, and wooden and
aluminum frames for glass windows

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input checked="" type="checkbox"/> Commercial	<u>2</u>	<input type="checkbox"/> Industrial	_____
<input checked="" type="checkbox"/> Residential	<u>297</u>	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> Other:	_____		_____

5. Special Use Restrictions:

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

- Pets: No more than 2 pets in any apartment and the approval of the Board is required for the keeping of dogs.
- Number of Occupants: _____
- Other: The residential apartments may be used for residential purposes only
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 299 (297 residential and 2 commercial apartments)

Elevators	<u>3</u>	Stairways	<u>4</u>	Trash Chutes	<u>1</u>
See Exhibit A					
Apt. Type	Qty	BR/Bath	Net Living Area*	Lanai/Patio	
<u>27 diff. resid. types</u>	_____	<u>1-3 BR</u> <u>1-2 Bath</u>	<u>From 542 s.f.</u> <u>to 1,091 s.f.</u>	<u>Some units have lanais</u> <u>(252-378 s.f.)</u>	
<u>2 diff. comm. types</u>	_____	_____	net area: <u>947 s.f.</u> <u>1,511 s.f.</u>	<u>---</u> <u>---</u>	

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

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

Boundaries of Each Apartment: Each apartment shall be deemed to include (a) all walls and partitions which are not load-bearing within its perimeter or party walls, (b) the interior decorated or finished surfaces of all perimeter or party walls and load-bearing walls, floors and ceilings, the entry doors and door frames, including the exterior unfinished surfaces thereof and all floor coverings, (c) all windows, window glass and frames, and (d) all fixtures contained or installed in the apartment. An apartment will not be deemed to include the perimeter or party walls or the interior load-bearing walls or the floors and ceilings surrounding the apartment, or any pipes, wires, conduits or other utility or service lines running through the apartment which are utilized for or serve more than one apartment.

Permitted Alterations to Apartments: Alterations or additions may be made solely within an apartment or within a limited common element for the exclusive use of an apartment. An owner owning two or more adjoining apartments may alter or remove intervening walls and convert the same into a single apartment or into two or more apartments. Such alterations are subject to certain conditions contained in the Declaration. For more information on permitted alterations to apartments see page 5 of Exhibit A of this Report.

7. Parking Stalls:

Total Parking Stalls: 380

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for individual units)	<u>313</u>	<u> </u>	<u>67</u>	<u> </u>	<u> </u>	<u> </u>	<u>380</u>
See Exhibit B for reassignment of parking stalls							
Guest Unassigned	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Extra Available for Purchase	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Covered & Open	<u>313</u>	<u> </u>	<u>67</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Each apartment will have the exclusive use of at least parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

[] Commercial parking garage permitted in condominium project.

[X] Exhibit B contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[] There are no recreational or common facilities.

[X] Swimming pool

[X] Storage Area

[] Recreation Area

[] Laundry Area

[] Tennis Court

[X] Trash Chute

[] Other: A garden lanai and barbecue area on the 5th floor. A swimming pool, whirlpool, pool sundeck, recreation lanai and separate men's and women's restrooms and sauna on the 6th floor. Other common facilities include driveways, landscaping and other general improvements, two storage areas on the 2nd floor, three storage areas on the 3rd floor, six storage areas on the 4th floor, four storage areas on the 5th floor, and a board room and an activity/storage room on the 3rd floor.

9. Present Condition of Improvements

(For conversions of residential apartments in existence for five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

b. Compliance with Building Code and Municipal Regulations; Cost to Cure Violations

10. 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	_____	_____	_____
Structures	_____	_____	_____
Lot	_____	_____	_____

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 intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit D describes the common elements.

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 may use them are:

described in Exhibit E

as follows:

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 often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit A describes the common interests for each apartment.

as follows: The percent common interest for each apartment as shown in Exhibit A will also be used to determine each apartment's share of the maintenance fees, common profits and expenses of the Project and for all other purposes, including voting.

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.

Exhibit F describes the encumbrances against the title contained in the title report dated March 19, 1987.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It 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.
[X] 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. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Mortgage	None, if the Developer defaults after the apartment is conveyed to buyer. If the Developer defaults before the apartment is conveyed to buyer, the mortgagee of the Developer may or may not decide to sell the apartment to buyer pursuant to the Sales Contract. See Exhibit H, item 10, for further explanation.

F. 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 managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial 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 managing agent for this condominium is:

- [X] not affiliated with the Developer.
[] the Developer or the Developer's affiliate.
[] other _____

G. 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, your apartment may be liened and 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 to each apartment.

Exhibit G contains a schedule of maintenance fees and maintenance fee disbursements.

H. 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:

- | | |
|---|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable |
| <input checked="" type="checkbox"/> Gas | <input checked="" type="checkbox"/> Water & Sewer |

~~XXXX~~ The commercial apartments will be separately metered for electricity, water, gas and other utilities or calculations shall be made, or both, to determine the use by the commercial apartments of said utilities and the cost of the same shall be paid by the owners of the commercial apartments.

I. 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:** The construction contract with the general contractor for the Project contains a warranty clause providing generally for a one-year warranty beginning from the date of substantial completion. The clause generally provides as follows:

If within one year after the date of substantial completion of the work any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of a written notice from the developer to do so unless the developer has previously given the contractor a written acceptance of such condition. The developer shall give such notice promptly after discovery of the condition.

The developer makes no warranties itself, but, if buyer shall give the developer written notice of any such condition promptly after discovery thereof, and during the unexpired term of the contractor's warranty, the developer will forward such notice together with the written notice to the contractor to correct such condition.

2. **Appliances:** All of the apartments will be furnished with the following General Electric Company appliances: electric range, refrigerator, automatic icemaker, automatic dishwasher, food waste disposal, automatic clothes washer and automatic clothes dryer. All of the apartments on the 33rd through the 40th floors will have, in addition to the foregoing, a microwave oven/range.

Each of the appliances will have a one-year warranty from the date of conveyance of an apartment to a buyer or from the date of occupancy by a buyer or any tenant, whichever sooner occurs. This covers parts and service labor in the apartment to repair or replace any part of an appliance which fails because of a manufacturing defect.

J. Status of Construction and Estimated Completion Date:

Construction was commenced in June of 1986, and the estimated date of completion is September 30, 1987, assuming there are no delays.

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development:

L. Sales Documents Filed with the Real Estate Commission:

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

[X] Notice to Owner Occupants

[X] Specimen Sales Contract

Exhibit H contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated July 12, 1984

Exhibit I contains a summary of the pertinent provisions of the escrow agreement.

[X] Other Affidavit of Intent to Purchase a Unit Designated for Owner-Occupant; Receipt for Public Report(s) and Notice of Right to Cancel; Apartment Lease

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

- A. Location of Project: The Project will be located on approximately 56,563 square feet of land at 876 Curtis Street, Honolulu, Hawaii 96813.
- B. Apartment Numbering and Location: The building will face in the diamond head or easterly direction. The residential apartments will be located on the diamond head (easterly) side and the ewa (westerly) side of the building with a corridor in the middle. The apartments in the building will be numbered serially 01 to 09, inclusive, preceded by a number indicating the floor in which the apartment is located. The apartments numbered 01 to 04, inclusive, will be located on the diamond head side of the building and the apartments numbered 05 to 09, inclusive, will be located on the ewa side of the building. There will be no apartment numbered 09 on the 33rd through the 40th floors, and there will be no apartment numbered 06 on the 6th floor. The apartments numbered 2204, 2304, 2404, 2504, 2604, 2704, 2804 and 2904 are designed to accommodate the handicapped. The commercial apartments will be located on the ground floor and will be numbered 101 and 102. See Exhibit A for more specific information on the apartments.
- C. Financing of Project: The developer has obtained a construction loan from Senior Corp., a Delaware corporation (the parent company of Senior Hawaii Corp., and the holder of the Lessee's interest in the Master Sublease) in the principal sum of \$30,000,000. The loan has been consummated as evidenced by a Mortgage dated March 14, 1986, made by Senior Hawaii Corp., as Mortgagor, in favor of Senior Corp., as Mortgagee. Funding of the loan is not conditioned upon any pre-sale requirement and construction of the Project was begun in June, 1986. The Mortgagee provides for partial releases which would enable conveyance of an apartment to a buyer free and clear of the Mortgage.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer 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, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

1. The Developer delivers to the buyer a copy of:
 - a. Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report;
AND
 - b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - c. 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:

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

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Horizontal Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other Apartment Lease

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS and Hawaii Administrative Rules Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

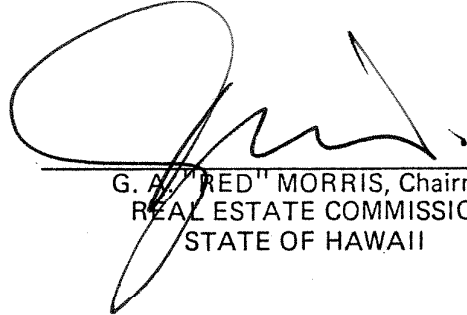
This Public Report is a part of Registration No. 1629 filed with the Real Estate Commission on August 31, 1984.

Reproduction of Report. When reproduced, this report must be on:

yellow paper stock white paper stock pink paper stock

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

Supplementary Public Reports expire on the expiration date given on the front of the report.



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

Distribution:

Bureau of Conveyances
Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu
Federal Housing Administration
Escrow Agent

EXHIBIT F

Encumbrances Against Title

A Preliminary Report issued by Security Title Corporation dated March 19, 1987, identifies the following encumbrances on the land:

1. For real property taxes as may be due and owing, inquiry should be made with the Department of Finance, Real Property Assessment Division, City and County of Honolulu.

2. Easement A. A perpetual easement for drainage purposes over that portion of R.P. 5716, L.C.A. 10605 to Kamakee Piikoi, conveyed by Deed recorded in the Bureau of Conveyances in the State of Hawaii in Liber 115, Page 111.

3. Easement B. A right of way in favor of Lot A-1-A-1-C as granted by Deed 96564.

4. The terms and provisions of that certain Lease dated December 30, 1980, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1048920, made by and between WARE SPACES, INC., a Hawaii corporation, as Lessor(s), to CURCI/WEST PARK, JOINT VENTURE, a Hawaii general partnership, as Lessee(s). Said Lease is now held by TMS HOUSING CORPORATION, a Hawaii corporation, as Lessee(s), by Assignment of Lease dated October 16, 1984, filed in said Office of the Assistant Registrar as Document No. 1263695.

5. The terms and provisions of that certain Unrecorded Development Lease dated January 9, 1984, made by and between TMS CO., a Hawaii general partnership, as Owner, and Business Investment, Ltd., a Hawaii corporation, Developer, as disclosed by Short Form Development Lease dated January 9, 1984, filed in said Office of the Assistant Registrar as Document No. 1218494.

By Assignment of Development Lease dated February 13, 1986, filed in said Office of the Assistant Registrar as Document No. 1354183, said Lease, through mesne assignments, is now held by SENIOR HAWAII CORP., a Delaware corporation, as Lessee.

Sublessee's Estoppel Certificate dated April 30, 1986, filed in said Office of the Assistant Registrar as Document No. 1373609.

By Assignment of Development Lease dated February 18, 1986, filed in said Office of the Assistant Registrar as Document No. 1354774, TMS CO., a Hawaii general partnership, assigned to TMS HOUSING CORPORATION, a Hawaii corporation, all of its right, title and interest as Lessor in and to the foregoing Unrecorded Development Lease.

6. The terms and provisions of that certain Master Sublease by and between TMS Housing Corporation, as Lessor, and Senior Hawaii Corp., as Lessee, dated February 21, 1986, and filed in said Office of the Assistant Registrar as Document No. 1354182.

7. Lessor's Consent To Sublease And Attornment Agreement dated March 19, 1986, filed in said Office of the Assistant Registrar as Document No. 1360497.

8. Lessor's Consent to Sublease and Attornment Agreement dated June 23, 1986, filed in said Office of the Assistant Registrar as Document No. 1390479.

9. Mortgage on the Master Sublease (Document No. 1354182) dated March 14, 1986, filed in said Office of the Assistant Registrar as Document No. 1359552, made by SENIOR HAWAII CORP., a Delaware corporation, as Mortgagor(s), to SENIOR CORP., a Delaware corporation, as Mortgagee(s).

By instrument dated May 6, 1986, filed in said Office of the Assistant Registrar as Document No. 1373714, the foregoing mortgage was amended.

By instrument dated May 6, 1986, filed in said Office of the Assistant Registrar as Document No. 1373715, the foregoing mortgage was assigned to CROCKER NATIONAL BANK, a national banking association.

Sublessor's Estoppel Certificate dated April 30, 1986, filed in said Office of the Assistant Registrar as Document No. 1373609.

10. Undated Financing Statement covering certain fixtures and personal property located on the real property, given as security by SENIOR HAWAII CORP., in favor of SENIOR CORP., as

assigned to CROCKER NATIONAL BANK, recorded on March 19, 1986 in said Bureau of Conveyances in Liber 19362, Page 17.

By undated instrument, recorded on May 23, 1986, in said Bureau of Conveyances in Liber 19527, Page 340, the foregoing Undated Financing Statement was amended.

11. Undated Financing Statement covering personal property, given as security by SENIOR CORP., in favor of CROCKER NATIONAL BANK, recorded on May 23, 1986, in said Bureau of Conveyances in Liber 19527, Page 344.

12. Undated Financing Statement covering personal property, given as security by SENIOR CORP., in favor of CROCKER NATIONAL BANK, recorded on May 23, 1986, in said Bureau of Conveyances in Liber 19527, Page 347.

13. The covenants, agreements, obligations, conditions and other provisions set forth in that certain Declaration of Horizontal Property Regime of The Royal Capitol Plaza dated July 24, 1986, filed in said Office of the Assistant Registrar as Document No. 1390933.

By-Laws of Association of Apartment Owners of The Royal Capitol Plaza dated July 24, 1986, filed in said Office of the Assistant Registrar as Document No. 1390934.

14. Condominium Map No. 601, filed in said Office of the Assistant Registrar on August 5, 1986.

15. Merger as disclosed by that certain Certificate of Merger dated September 28, 1986, filed in said Office of the

Assistant Registrar as Document No. 1404836, and also recorded on September 30, 1986, in said Bureau of Conveyances in Liber 19903, Page 684, Wells Fargo Bank, National Association and Crocker National Bank were merged under the title of Wells Fargo Bank, National Association.

16. First Amendment to Declaration of Horizontal Property Regime of The Royal Capitol Plaza dated March 16, 1987, filed in said Office of the Assistant Registrar as Document No. 1448147.

Revised Condominium Map 601 was filed concurrently with the First Amendment to Declaration of Horizontal Property Regime.

17. Amendment to Bylaws of Association of Apartment Owners of The Royal Capitol Plaza dated March 16, 1987, filed in said Office of the Assistant Registrar as Document No. 1448148.

EXHIBIT A
Apartment Description

Rooms Listing. Numbers shown in the column entitled Apartment Rooms Listing correspond to the key numbers shown below which identify the rooms in each of the respective apartments. For example, Type A apartments would have in the Room Listing column the key numbers "1, 3, 4, 7, 10." Reference to the key numbers shows that the rooms described would be one bedroom, entry corridor, one bathroom, living-dining room, and kitchen.

<u>Key No.</u>	<u>Room</u>	<u>Key No.</u>	<u>Room</u>
1	One Bedroom	7	Living-Dining Room
2	Two Bedrooms	8	Living Room
3	Entry Corridor	9	Dining Room
4	One Bathroom	10	Kitchen
5	Two Bathrooms	11	Lanai
5a	Three Bedrooms	12	Utility Room
6	Walk-in Closet		

Floor Area. The floor areas of the apartment spaces are hereinafter set forth in square feet and in terms of "net living area," "lanai area," and "gross floor area." Net living area represents the approximate area of the space within the interior finished surfaces of the perimeter non-party walls and party walls of the apartment space, including all partitions and walls (load-bearing and nonload-bearing), all air shafts, and all plumbing, mechanical and electrical chases within such perimeter and party walls. The net living area is the area of the apartment (exclusive of the lanai area) measured in accordance with the regulations of the Real Estate Commission of the State of Hawaii. The walls and/or door separating the lanai from the living area are included as part of the lanai area.

Gross floor area represents the approximate area of the apartment space measured not in accordance with the above-mentioned regulations, but in accordance with local architectural practice and represents the space within the interior half of the perimeter non-party walls and the interior half of the party walls of the apartment space, and all partitions and walls (load-bearing and nonload-bearing), all air shafts, and all plumbing, mechanical and electrical chases within such perimeter and party walls. Gross floor areas of the apartment spaces are set forth for comparison purposes only.

Lanais are not included in the definition of an apartment space, but are limited common elements appurtenant to the respective apartments to which such lanais adjoin.

ALL AREAS SET FORTH HEREINAFTER ARE APPROXIMATE ONLY. THE AREAS OF THE APARTMENT SPACES UPON COMPLETION ARE LIKELY TO VARY SOMEWHAT. EVEN APARTMENTS OF THE SAME TYPE MAY DIFFER SLIGHTLY.

<u>Apt. Type</u>	<u>Apt. Numbers</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Gross Floor Area</u>	<u>Apt. Rooms Listing</u>	<u>Percent Common Interest</u>
A	601, 701, 801, 901, 1001, 1101, 1201, 1401, 1501, 1601, 1701, 1801, 1901, 2001, 2101, 2201, 2301, 2401, 2501, 2601, 2701, 2801, 2901, 3001, 3101	584	--	606	1, 3, 4, 7, 10	0.253637
A-1	602, 702, 802, 902, 1002, 1102, 1202, 1402, 1502, 1602, 1702, 1802, 1902, 2002, 2102, 2202, 2302, 2402, 2502, 2602, 2702, 2802, 2902, 3002, 3102	628	--	661	1, 3, 4, 7, 10	0.272747
A-2	3201, 3301, 3401, 3501, 3601, 3701, 3801, 3901, 4001	577	--	599	1, 3, 4, 7, 10	0.250597
A-3	3202, 3302, 3402, 3502, 3602, 3702, 3802, 3902, 4002	622	--	653	1, 3, 4, 8, 9, 10	0.270141
B	707, 807, 907, 1007, 1107, 1207, 1407, 1507, 1607, 1707, 1807, 1907, 2007, 2107, 2207, 2307, 2407, 2507, 2607, 2707, 2807, 2907, 3007, 3107, 3207	542	--	582	1, 3, 4, 7, 10	0.235396
B-1	708, 808, 908, 1008, 1108, 1208, 1408, 1508, 1608, 1708, 1808, 1908, 2008, 2108, 2208, 2308, 2408, 2508, 2608, 2708, 2808, 2908, 3008, 3108, 3208	548	--	582	1, 3, 4, 7, 10	0.238002

<u>Apt. Type</u>	<u>Apt. Numbers</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Gross Floor Area</u>	<u>Apt. Rooms Listing</u>	<u>Percent Common Interest</u>
B-2	607	542	252	582	1, 3, 4, 7, 10, 11	0.235396
C	3307, 3407, 3507, 3607, 3707, 3807, 3907, 4007	699	--	728	1, 3, 4, 6, 7, 10	0.303583
C-1	3308, 3408, 3508, 3608, 3708, 3808, 3908, 4008	699	--	728	1, 3, 4, 6, 7, 10	0.303583
D	603, 703, 803, 1003, 1103, 1203, 1403, 1503, 1603, 1703, 1803, 1903, 2003, 2103, 2203, 2303, 2403, 2503, 2603, 2703, 2803, 2903, 3003, 3103, 3203	896	--	932	2, 3, 5, 6, 8, 9, 10	0.389142
D-1	604, 904, 1004, 1104, 1204, 1404, 1504, 1604, 1704, 1804, 1904, 2004, 2104, 2204, 2304, 2404, 2504, 2604, 2704, 2804, 2904, 3004, 3104, 3204	885	--	921	2, 3, 5, 6, 8, 9, 10	0.384365
D-1 (M)	704, 804	885	--	921	2, 3, 4, 6, 8, 9, 10, 12	0.384365
D-2	805, 1005, 1105, 1205, 1405, 1605, 1705, 1805, 1905, 2005, 2105, 2205, 2305, 2405, 2505, 2605, 2705, 2805, 2905, 3005, 3105, 3205	896	--	932	2, 3, 5, 6, 8, 9, 10	0.389142
D-2 (M)	705, 1505	896	--	932	2, 3, 4, 6, 8, 9, 10, 12	0.389142

<u>Apt. Type</u>	<u>Apt. Numbers</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Gross Floor Area</u>	<u>Apt. Rooms Listing</u>	<u>Percent Common Interest</u>
D-3	1006, 1106, 1206, 1406, 1506, 1606, 1706, 1806, 1906, 2006, 2106, 2206, 2306, 2406, 2506, 2606, 2706, 2806, 2906, 3006, 3106, 3206	896	--	932	2, 3, 5, 6, 8, 9, 10	0.389142
D-3 (M)	706, 806, 906	896	--	932	2, 3, 4, 6, 8, 9, 10, 12	0.389142
D-4	605	896	325	932	2, 3, 5, 6, 8, 9, 10, 11	0.389142
D-(903)	903	1,091	--	1,121	3, 5, 5a, 6 8, 9, 10	0.473832
D-(905)	905	701	--	743	1, 3, 4, 6, 8, 9, 10	0.304452
E	709, 809, 909, 3209	847	--	890	2, 5, 7, 10	0.367861
E (M)	1009, 1109, 1209, 1409, 1509, 1609, 1709, 1809, 1909, 2009, 2109, 2209, 2309, 2409, 2509, 2609, 2709, 2809, 2909, 3009, 3109	847	--	890	2, 4, 7, 10, 12	0.367861
E-1	609	847	378	890	2, 5, 7, 10, 11	0.367861
F	3303, 3403, 3503, 3603, 3703, 3803, 3903, 4003	999	--	1,055	2, 3, 5, 6, 8, 9, 10	0.433876
F-1	3304, 3404, 3504, 3604, 3704, 3804, 3904, 4004	988	--	1,044	2, 3, 5, 6, 8, 9, 10	0.429099
G	3305, 3405, 3505, 3605, 3705, 3805, 3905, 4005	1,061	--	1,096	2, 3, 5, 6, 8, 9, 10	0.460806

<u>Apt. Type</u>	<u>Apt. Numbers</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Gross Floor Area</u>	<u>Apt. Rooms Listing</u>	<u>Percent Common Interest</u>
G-1	3306, 3406, 3506, 3606, 3706, 3806, 3906, 4006	1,061	--	1,096	2, 3, 5, 6, 8, 9, 10	0.460806
H	608	829	342	857	2, 3, 5, 7, 10, 11	0.360043
Commercial	101	947	--	991		0.411292
Commercial	102	1,511	--	1,599		0.656243

NOTE: Apartment numbers 2204, 2304, 2404, 2504, 2604, 2704, 2804, and 2904 are designed to accommodate the handicapped.

Permitted Alterations to Apartments

Any alterations or additions solely within an apartment or within a limited common element appurtenant to and for the exclusive use of an apartment, or of certain apartments, shall be undertaken by an apartment owner or owners only pursuant to the written approval thereof, including the plans therefor, by the holders of mortgages affecting such apartment, the Board, and all other apartment owners thereby directly affected (as determined by the Board in its sole discretion). Upon completion of such alterations or additions the apartment owners directly affected shall duly record and file of record an amendment to this Declaration together with the approved plans showing only such alterations or additions within an apartment space or within a limited common element as aforesaid. Such amendment to this Declaration need only be executed by the apartment owners directly affected and their mortgagees.

An apartment owner owning two or more apartments, which respective apartments are separated only by common elements which are walls or doors, may alter or remove all or portions of such intervening walls or doors and make other alterations or additions solely within such apartments and convert such apartments into a single apartment or into two or more apartments with modified floor plans; provided that the structural integrity of the building or the soundness and safety of the Project shall not be

thereby affected and such alteration, removal and restoration will not reduce the value of the Project or impair any easement or hereditament thereof, and the finish of the common element then remaining shall be restored to a condition substantially comparable to that common element prior to such alteration. All such alterations, removal or additions, including the plans thereof which shall be prepared by a licensed architect, shall be subject only to the approval of the holders of mortgages affecting such apartments, the Board, and all other apartment owners thereby directly affected (as determined by the Board in its sole discretion); and upon completion of such alteration, removal or addition the apartment owners directly affected shall duly record and file of record an amendment to this Declaration, together with the approved plans showing only such alteration, removal or addition, which amendment need only be executed by the apartment owner or owners directly affected and their mortgagees. If the net living areas of the apartments resulting from such alteration, removal or additions (herein called the "modified apartments") shall not be the same as the net living areas of the original apartments to which such alterations, removal or additions were made (herein called the "original apartments"), then the sum of the common interests appurtenant to the original apartments shall be reallocated among the modified apartments in proportion to the ratio that the net living area of a modified apartment bears to the sum of the net living areas of the original apartments, and such reallocation of the common interest shall be included in said amendment to this Declaration, and further, the apartment leases for such modified apartments shall be amended to adjust the rents reserved to the lessor thereunder for each rental period by reallocating the sum of the rents payable by the original apartment among the modified apartments in proportion to the ratio that the reallocated common interest of a modified apartment bears to the sum of the common interest of the original apartments.

Each of the apartments numbered 704, 705, 706, 804, 806, 906, 1009, 1109, 1209, 1409, 1505, 1509, 1609, 1709, 1809, 1909, 2009, 2109, 2209, 2309, 2409, 2509, 2609, 2709, 2809, 2909, 3009 and 3109 contains a utility room with plumbing stubouts installed therein to enable conversion of the utility room into a bathroom. An owner of any of said apartments may at any time, with the approval of his mortgagee, but without the approval of the Board or any other apartment owner, install bathroom appliances and fixtures and convert the utility room into a bathroom in accordance with the bathroom plans of the Project for the types of apartments bearing apartment numbers with the same last two digits as the apartments described hereinabove. Conversion of the utility room into a bathroom in accordance with plans other than as aforesaid shall require approval of the Board and of the mortgagee of the apartment involved.

EXHIBIT B

THE ROYAL CAPITOL PLAZA
PARKING STALL ASSIGNMENT

<u>Apartment Number</u>	<u>Parking Stall Number</u>
3303	101 to 168, inclusive, 201 to 281, inclusive, 301 to 393, inclusive, 401 to 493, inclusive, and 501 to 545, inclusive

Note: Parking Stalls Numbered 105, 106, 107, 168, 201, 202, 209, 210, 211, 213 to 219, inclusive, 281, 301, 302, 309, 310, 311, 313 to 322, inclusive, 325, 393, 401, 402, 409, 410, 411, 413 to 422, inclusive, 425, 493, 501, 502, 509, 510, 511, 513 to 522, inclusive, and 525 are designed for compact cars.

Parking Stalls Numbered 312, 323, 412, 423, 424, 512, 523, and 524 are designed to accommodate the handicapped.

Reassignment of Parking Stalls

For the present all parking stalls are assigned to one apartment, to-wit, Apartment No. 3303. It is intended, however, that as and when sales of apartment spaces are effected parking stalls will be assigned to the apartment spaces sold, and for that purpose the developer reserves the right to designate some of said parking stalls as common elements and to reassign parking stalls to other apartment spaces in the Project as and when sales of apartment spaces are effected to the intent and purpose that when such reassignment of parking stalls is completed, each residential apartment space will have one or more parking stalls for the exclusive use of such residential apartment space, and each commercial apartment space will have one or more parking stalls set aside and reserved for the exclusive use of such commercial apartment space and the business guests and invitees thereof. Subject to the limitation that each apartment space shall at all times have at least one parking stall appurtenant to it, apartment space owners will have the right to change the assignment (but not the numbering) of parking stalls by amendment of the Declaration and the respective apartment leases

involved, such amendment to the Declaration and apartment leases to be in writing and executed only by the Lessor of the apartment leases and the owners of the apartment spaces seeking such change (and their respective mortgagees, if any) and to be effective only upon filing the same in the Office of the Assistant Registrar of the Land Court in the State of Hawaii.

EXHIBIT C

Lease Rent Schedule

Monthly Lease Rent

<u>Apartment Type</u>	<u>Initial Period (to 12/29/98)</u>	<u>2nd Period (10 years)</u>	<u>3rd Period (to 12/29/2018)</u>
A	\$ 58.43	\$ 81.79	\$114.54
A-1	62.84	87.96	123.17
A-2	57.74	80.81	113.15
A-3	62.24	87.12	121.98
B	54.24	75.91	106.30
B-1	54.84	76.75	107.48
B-2	54.24	75.91	106.30
C	69.94	97.91	137.09
C-1	69.94	97.91	137.09
D	89.66	125.51	175.73
D-1	88.56	123.96	173.57
D-1 (M)	88.56	123.96	173.57
D-2	89.66	125.51	175.73
D-2 (M)	89.66	125.51	175.73
D-3	89.66	125.51	175.73
D-3 (M)	89.66	125.51	175.73
D-4	89.66	125.51	175.73
D- (903)	109.17	152.83	213.97
D- (905)	70.15	98.19	137.49
E	84.75	118.64	166.12
E (M)	84.75	118.64	166.12
E-1	84.75	118.64	166.12
F	99.97	139.94	195.93
F-1	98.86	138.40	193.77
G	106.17	148.93	208.09
G-1	106.17	148.93	208.09
H	82.95	116.12	162.58
Commercial 101	94.76	132.65	185.72
Commercial 102	151.20	211.67	296.35

Note: See Exhibit A for the listing of the apartment numbers under each of the above apartment types

Information on Apartment Leases

The apartment leases will actually be subleases from the sublessor (who is the Master Lessee) to the buyer (the lessee),

and will contain an attornment provision which would allow the buyer to continue to occupy the apartment and the land even if the sublessor defaults so long as the buyer does not default under the apartment lease.

When the buyer sells the apartment, the buyer may assign the apartment lease without the consent of the sublessor. The buyer may also mortgage the apartment lease without the consent of the sublessor.

Because the sublessor and the fee owner were not involved in the planning, designing and construction of the Project or the sale of apartments, the buyer, by signing and accepting the apartment lease, waives all claims against the sublessor and the fee owner of the land. The buyer may, however, make any claim that he has against the Developer or others who may be liable. All disputes between the buyer and the Developer regarding the apartments or the Project must be submitted to arbitration if the parties are not able to reach agreement.

The foregoing is a summary of only a few provisions of the apartment lease. It is incumbent upon the buyer that he reads with care the entire apartment lease.

EXHIBIT D

Common Elements

There will be designated one freehold estate consisting of the remaining portion and appurtenances of the Project, being the common areas and facilities. The common elements shall include, but are not limited to, the following:

1. The Land in fee simple and the leasehold estate of the Lessor under the Ground Lease;

2. All foundations, beams, floors, slabs, supports, perimeter walls, party walls, load-bearing walls, floors and ceilings (except for the decorated or finished interior surfaces of such perimeter walls, party walls, load-bearing walls, floors and ceilings within each apartment space and except as expressly provided otherwise), roofs and stairways of the building;

3. All areas, structures or facilities of the Project, within or outside of the building, which are for common use or which serve more than one apartment space, such as electrical rooms, machine, mechanical and equipment rooms and the equipment and facilities therein, surveillance system and facilities, hallways, balconies, lobbies, walkways and common ways, planters, landscaping, yards, storage areas, mail rooms, offices, social and recreational areas and facilities, fences, retaining walls, refuse collection areas, parking structure and the parking stalls therein;

4. All central and appurtenant installations serving more than one apartment space for power, light, gas, water, ventilation, refuse, telephone, radio and television signal distributions and all pipes, wires, conduits, ducts, vents and other service utility lines which serve more than one apartment space;

5. All tanks, pumps, motors, fans and in general, all apparatus and installations for common use, and all other parts of the Project necessary or convenient to its existence, maintenance or safety and normally in common use;

6. The manager's office on the ground floor;

7. All other parts of the Project, which are not included in the definition of an apartment space.

EXHIBIT E

Limited Common Elements

Certain of the common elements are designated as "limited common elements" and are set aside and reserved for the use of certain apartment spaces, which apartment spaces shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and so reserved are as follows:

1. Parking Stalls. The parking stalls and the apartment space to which the same appertain are set forth in Exhibit B. As stated in the paragraph 3 of Part V. ATTACHMENT of this report, although said Exhibit B has all of the parking stalls presently assigned to one apartment, as and when apartments are sold each apartment (residential or commercial) will have at least one parking stall assigned to it.

2. Mailboxes. The mailbox assigned to an apartment space shall be limited to the use of such apartment space. Each residential apartment space shall at all times have at least one mailbox appurtenant to it.

3. Lanais. Each of the apartment spaces numbered 605, 607, 608 and 609 will have adjoining thereto a lanai, which lanai will be a limited common element for the exclusive use of the apartment space to which it adjoins. The areas of the lanais are set forth in Exhibit A.

4. Apartment Air Condition Units. Apartment spaces numbered 4001, 4002, 4003, 4004, 4005, 4006, 4007 and 4008 will be air conditioned with individual fan coil units located on the roof of the building and other appurtenant facilities and equipment. Each such fan coil unit and appurtenant facilities and equipment will be limited common elements for the exclusive use of the apartment space which they serve.

5. Other. All other common elements of the Project which are rationally related to less than all of the apartment spaces shall be limited to the use of such apartment space or apartment spaces to which the same are related.

ROYAL CAPITOL PLAZA

EXHIBIT G ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTSEstimate of Initial Maintenance Fees:

<u>Apartment Type</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
A	85.44	1,025.28
A1	91.87	1,102.44
A2	84.41	1,012.92
A3	91.23	1,094.76
B, B2	79.29	951.48
B-1	80.17	962.04
C, C1	102.26	1,227.12
D, D-2, D-2(M), D-3, D-3(M) & D-4	131.08	1,572.96
D-1 & D-1(M)	129.47	1,553.64
D-903	159.61	1,915.32
D-905	102.55	1,230.60
E, E(M), E-1	123.91	1,486.92
F	146.15	1,753.80
F-1	144.54	1,734.48
G, G-1	155.22	1,862.64
H	121.28	1,455.36
Comm. 101	138.54	1,662.48
Comm. 102	221.06	2,652.72

0656q/mrb

[X] Revised on March 18, 1987

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

ROYAL CAPITOL PLAZA

Estimate of Maintenance Fee Disbursements:

	<u>Monthly</u> x 12 months = <u>Yearly</u>	
Utilities and Service		
Air Conditioning		
Electricity		
(X) common elements only	6,000	72,000
() common elements and apartments		
Gas	10	120
Refuse Collection	500	6,000
Telephone	600	7,200
Water and Sewer	3,000	36,000
Maintenance, Repairs and Supplies		
Building	1,100	13,200
Grounds	100	1,200
Equipment	1,930	23,160
Management		
Management Fee	2,265	27,180
Payroll and Payroll Taxes	10,381	124,572
Office Expenses	350	4,200
Insurance	6,603	79,236
Reserves	500	6,000
Taxes and Government Assessments		
Audit Fees	146	1,752
Other	<u>200</u>	<u>2,400</u>
TOTAL	33,685	404,220

We, Chaney, Brooks & Company, as managing agents for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

CHANEY, BROOKS & COMPANY


Phyllis A. Okada, V.P.
Marketing & Business Development

Date: March 18, 1987

EXHIBIT H

Summary of Provisions of the Sales Contract

The Sales Contract establishes the developer's willingness to sell and a buyer's willingness to purchase an apartment.

Among other provisions, the Sales Contract includes the following:

1. Each Sales Contract executed prior to the issuance of a Final Public Report for the Project shall constitute a "reservation" and not a "binding contract" for the purchase of an apartment.

2. The developer may cancel the Sales Contract if the buyer's application for eligibility for a mortgage loan is rejected or not preliminarily approved within forty-five days after application.

3. The buyer will pay for the following closing costs: acknowledgments of buyer's signatures on all documents, cost of credit reports, drafting of buyer's mortgage, mortgage insurance premiums, financing and other fees in connection with buyer's mortgage, title insurance, recording fees not paid by the developer, and one-half of the escrow fees.

4. The developer makes no warranties, express or implied, with respect to the apartments, the Project, or consumer products or other things installed therein, including warranties

of merchantability, habitability, workmanlike construction, or fitness for a particular purpose.

5. The buyer agrees to subordinate his interest under the Sales Contract and in and to the apartment to the lien of any construction mortgage made by the developer to finance the cost of the development and construction of the Project.

6. The developer and its agent have no program at this time nor is any program planned or contemplated to offer a rental service of any kind to the owners of apartments in the Project, either individually or in any form of pooling arrangement, or by a third-party designated or arranged for by the developer, nor have any representations been made by the developer or its agent as to the feasibility of renting the apartment, or otherwise generating income or deriving any other economic benefit from ownership of the apartment. The developer and its agent have made no representations (nor is anyone authorized to do so) contrary to this paragraph with respect to either benefits to be derived from the rentals or other tax treatment of any buyer of an apartment.

7. The buyer agrees that the developer shall have the right to conduct construction activities for the completion of the improvements and correction of defects in the Project, and such rights shall terminate 24 months after the later of (a) the date of filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii of the first Apartment Lease

to an apartment in the Project, or (b) "substantial completion" (as the term is used in Chapter 507, Part II, Hawaii Revised Statutes) of the improvements to be completed or corrected.

8. The buyer further agrees that the developer shall have the right to conduct sales activities on the Project, including the use of model apartment units, sales offices, signs and extensive sales displays and activities, and the use of twenty parking spaces in the Project for parking for prospective purchasers, until the earlier to occur of (a) 24 months from the filing as aforesaid of the first Apartment Lease to an apartment in the Project, or (b) the sale of the last unsold apartment in the Project.

9. The buyer is advised that the developer intends to pre-close Sales Contracts by having all documents and funds necessary for final closing signed and deposited with Escrow prior to the date set for final closing and the buyer agrees to sign all necessary documents, including buyers' mortgage and escrow instructions, and deposit all monies required for final closing. If buyer does not sign all documents and deposit the necessary monies in escrow as aforesaid within 5 days after the developer has requested the buyer to do so, the developer will have the option to assess the buyer the costs and damages arising out of such delay.

10. The buyer agrees that his rights under the Sales Contract is subordinated to a mortgagee who makes a construction

loan for the Project. This does not mean that the buyer is or will be in any way responsible for the payment of such loan. It merely means that if the developer defaults under the construction loan mortgage before the apartment is conveyed to the buyer (i.e. before final closing of the Sales Contract) and the mortgagee forecloses the mortgage, the Sales Contract which the buyer has signed for the purchase of an apartment may or may not be honored by the mortgagee. What will determine the action of the mortgagee in such a case will depend upon all of the circumstances then existing and cannot be predicted at this time. If the developer defaults after the apartment is conveyed to the buyer (i.e. after final closing of the Sales Contract), buyer's interest in the apartment will not be affected at all.

The foregoing are only excerpts from certain paragraphs in the Sales Contract. It is incumbent upon the prospective buyer that he reads with care the entire Sales Contract.

EXHIBIT I

Summary of Provisions of the Escrow Agreement

The Escrow Agreement establishes how the proceeds from the sale of the apartments are placed in trust as well as the retention and disbursements of said funds.

Among other provisions, the Escrow Agreement includes the following:

1. Escrow shall deposit any or all funds received and held in escrow in interest bearing accounts in federally-insured savings and loan institutions or federally-insured banking institutions designated by the developer or may use such funds for the purchase of time certificates. Any and all interest earned on such funds during the holding thereof shall accrue to the credit of the developer in accordance with the agreements and instructions contained in the Sales Contracts.

2. Subject to such deductions as may be provided in the Sales Contract and the escrow cancellation fee, the buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to such buyer, if one of the following has occurred:

(a) The developer notifies Escrow to return to the buyer the funds of the buyer then being held thereunder by Escrow; or

(b) The developer notifies Escrow of the developer's exercise of the option to rescind the Sales Contract pursuant to

any right of rescission stated therein or otherwise available to the developer; or

(c) The conditions provided for a refund under Sections 514A-62, 514A-63 or 514A-105 of the Horizontal Property Act (as amended on the date upon which the Sales Contract becomes binding and effective) have been met, and written notice thereof has been provided to the developer, and the developer and the buyer shall advise Escrow to refund buyer's funds. Upon the return of said funds to the buyer as aforesaid, Escrow shall return to the developer such buyer's Sales Contract and any conveyancing documents theretofore delivered to Escrow pursuant to such Sales Contract; and thereupon the buyer shall no longer be obligated under the Sales Contract.

3. Escrow shall make no disbursements of any buyer's funds, except by way of refunds thereof as provided above, until such buyer's Sales Contract has "become effective" and the requirements of Section 514A-39, 514-62 and 514A-63 of the Horizontal Property Act have been met. No disbursements of any buyer's funds shall be made by Escrow for payments of construction costs unless bills are submitted with the request for such disbursements which have been approved or certified for payment by the developer's mortgagee or a financially disinterested person.

4. Subject to the provisions of paragraphs 2 and 3 above, and upon written request of the developer, disbursements

of buyer's funds shall be made by Escrow from time to time to pay for construction costs in proportion to the valuation of the work completed by the contractor as certified by a registered architect or professional engineer, and approved by the developer's mortgagee, and to pay for architectural, engineering, finance and legal fees and other incidental expenses of the Project as approved by the developer's mortgagee. No disbursements of any buyer's funds shall be made from the balance of the escrow funds after payment of the foregoing costs until Escrow receives satisfactory evidence that all mechanics' and materialmen's liens have been cleared, unless sufficient funds are set aside for any bona fide dispute.

The foregoing are only a summary of certain provisions in the Escrow Agreement. It is incumbent upon the prospective buyer that he reads the entire Escrow Agreement with care.

EXHIBIT J

PEOPLE CONNECTED WITH THE PROJECT

A. DEVELOPER:

Senior Hawaii Corp., is the holder of the Lessee's interest under the Development Lease and the Master Sublease (both described in Exhibit F) and Business Investment, Ltd., is developer/manager named in unrecorded letter agreements between Senior Hawaii Corp., and Business Investment, Ltd. The respective addresses, telephone numbers and names of the officers of said corporations are set forth below.

SENIOR HAWAII CORP., a
Delaware corporation

Suite 2700, Pacific Tower
1001 Bishop Street
Honolulu, Hawaii 96813

Telephone: 536-1082

BUSINESS INVESTMENT, LTD., a
Hawaii corporation

Suite 2700, Pacific Tower
1001 Bishop Street
Honolulu, Hawaii 96813

Telephone: 536-1082

Names of Officers:

James D. Harper, Jr.
President

Martin V. Zeller
V.P. & Secretary

Michael Singer
V.P. & Treasurer

Matthew Weeg
Director of Sales

Names of Officers:

Colin de Silva
President

Kaye Hall
1st V.P. & Secretary

Patti Kendall
V.P. & Treasurer

Andrea Lehman
Vice President

Cheryl Brendle
Vice President

B. REAL ESTATE SALES AGENT:

Name, Business Address, and Business Phone:

Business Investment, Ltd. Real Estate Division
Attention: Andrea G. Lehman
Suite 2700, Pacific Tower
1001 Bishop Street
Honolulu, Hawaii 96813
Phone: 536-1082

Alfred R. Jussel
4614 Kilauea Avenue, Suite 378
Honolulu, Hawaii 96816
Phone: 734-6730

Marika Yamato
Marika Yamato Realty, Ltd.
1909 Ala Wai Boulevard, Suite 1101
Honolulu, Hawaii 96815
Phone: 944-5510

Mardi Kersting
Mardi Kersting Associates, Inc.
2233 Kalakaua Avenue, B105
Honolulu, Hawaii 96815
Phone: 926-5677