

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

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

## PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on

PAT'S AT PUNALUU  
53-567 Kamehameha Highway  
Oahu, Hawaii

REGISTRATION NO. 497

### IMPORTANT — Read This Report Before Buying

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

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

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project but may only take reservations therefore after

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

Issued: January 31, 1973  
Expires: February 28, 1974

#### SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED NOVEMBER 15, 1972, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF JANUARY 29, 1973. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW AND AMENDMENTS THERETO, CHAPTER 514, Hawaii Revised Statutes.

1. The registration is in compliance with the requirements of the law and regulations. The Developer has given the Commission adequate information on his intention to offer the described and existing dwelling units for sale.

2. Pat's at Punaluu, is a proposed leasehold residential and commercial condominium having one hundred thirty-six (136) apartments and seven (7) commercial units arranged throughout 5 buildings. One hundred forty-six (146) parking stalls are available.

3. No advertising or promotional matter has been submitted pursuant to the rules and regulations promulgated by the commission.

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

5. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of the condominium project and the issuance of this Preliminary Public Report.

6. The basic documents (the Declaration of Horizontal Property Regime, By-Laws and a copy of the approved Floor Plans) have not been filed in the office of the recording officer. The Developer reports that the basic documents will be filed in the Bureau of Conveyances, State of Hawaii, after the mortgage securing the construction loan is recorded.

7. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, January 31, 1973, unless a supplementary report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: PAT'S AT PUNALUU

LOCATION: The project is located at 53-567 Kamehameha Highway on the Island of Oahu and is situated on a lot adjoining the ocean and containing 126,659 square feet or thereabouts.

TAX KEY: 5-03-08-002

ZONING: H-1

DEVELOPER: The Developer is Leroy Robert and Hiroko Allen.

ATTORNEY REPRESENTING DEVELOPER: David L. Mui, Suite 2100, 1860 Ala Moana Boulevard, Honolulu 96815, telephone 955-0686.

DESCRIPTION OF PROJECT: The specimen Declaration of Horizontal Property Regime reflects that this is a leasehold condominium apartment and commercial complex and is described in detail in Exhibit A attached hereto and made a part hereof.

COMMON ELEMENTS: The specimen Declaration reflects that the common elements include:

(a) The land heretofore described.

(b) The vehicular entry/exit to the parking area, the pedestrian entrances, all other concrete walks, planting areas, and gardens giving access to the buildings, the pedestrian entrances from the parking area and all walkways onto which each apartment directly opens.

(c) All foundations, columns, beams and supports, girders, roof, walks, stairways, exterior walls, partition walls between each condominium unit, floors and ceilings; elevators, elevator shaft and elevator machine room, and trash chute of the main building.

(d) The clerk's office and front desk, swimming pool and its filtration system, yard and refuse area, sewage disposal units, outdoor lighting, the sauna-gym room and bathrooms on the first and second floor, fencing, the open recreation decks on the third floor, the recreation room, kitchen, bathroom and deck on the eighth floor of the main building.

(e) All central and appurtenant installations for services such as power, lights, telephone, gas, hot and cold water lines, television lines, sewage disposal, and other utilities (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in apartments or the commercial units), and all tanks, pumps, motors, fans, ducts and other apparatus and installations existing for, or in the said buildings for common use.

(f) All intangible personal property, choses in action, debts, monies, reserves, funds, and other assets held by the Association of Condominium Owners for the benefit of the several condominium owners.

(g) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use and which are not part of any apartment.

THE LIMITED COMMON ELEMENTS shall be as follows:

(a) Parking Stalls: Each parking stall shall be marked by a letter or number corresponding to the unit it appertains. Each such parking stall shall be a limited common element to the unit to which it appertains, except, however, the Beach Lodge units shall share on a non-exclusive basis those stalls marked "L", and the commercial units shall share on a non-exclusive basis those stalls marked "R".

(b) Stairways: The stairways leading to the second floor of the three cottage buildings shall be for the exclusive use of the apartments to which the stairways connect.

(c) The men's and women's restrooms, the lobby, entry lanai, and stairways of the Restaurant Building shall be limited common elements appurtenant to said Restaurant Building and its commercial units.

PERCENTAGE OF UNDIVIDED OWNERSHIP TO BE CONVEYED: The specimen Declaration reflects that the percentage of undivided interest in all the common elements of whatever kind appertaining to each condominium unit and its owner for all purposes shall be as described in Exhibit B attached hereto and made a part hereof.

PURPOSE OF BUILDINGS AND RESTRICTION TO USE: The specimen Declaration reflects that the Beach-Lodge shall be occupied and used for lodging purposes only, the Beach-Home and Royal Penthouse may be used as residence, either permanent or temporary, and the commercial units may be used for any purposes which may be permitted by law.

OWNERSHIP OF TITLE: The Developer reports that title is vested in First Hawaiian Bank, successor trustee under the Will of the Estate of Grace Kahoalii, deceased, and Hanohano Enterprises,

Incorporated as tenants in common. The preliminary title report dated October 13, 1972, by Security Title Corporation confirms such ownership.

ENCUMBRANCES AGAINST PROPERTY: Developer has submitted a Preliminary Title Report dated October 13, 1972, prepared by Security Title Corporation, a licensed abstractor. The report states that the title to the land is subject to:

(1) Tax Key: 5-3-8-2 Area Assessed: 126,659 square feet taxes for the Fiscal Year 1971-1972 in the amount of \$8,909.44 have been paid in full.

(2) The terms and provisions of that certain Lease dated August 4, 1959, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 257429, in favor of Desmond Hallaran and Iris Hallaran, husband and wife, as tenants by the entirety, doing business as "Pat's at Punaluu", a registered partnership, as Lessees, for the term of 55 years commencing from September 1, 1959. Said Lease is now held by Hallaran, Ltd., by Assignment dated May 16, 1960, as of October 20, 1959, filed in said Office of the Assistant Registrar as Document No. 257430; Consent thereto filed as Document No. 257431.

Said Lease is encumbered by the following encumbrance:

Mortgage dated March 6, 1969, filed in said Office of the Assistant Registrar as Document No. 488186, made by Hallaran, Ltd., as Mortgagor, to First Hawaiian Bank, as Mortgagee, to secure the repayment of the sum of \$180,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor therein referred to. Consent thereto filed as Document No. 488187.

NOTE: The Developer reports that he holds an unrecorded development contract dated November 9, 1972, for the project from Glen I. Payton, Jr., and Jerry C. Merrick who had acquired two options, one from Hallaran, Ltd., the present Lessee of "Pat's at Punaluu", to purchase the existing lease and improvements, and one from the Lessors, Estate of Grace Kahoalii and Hanohano Enterprises, Incorporated to secure a new lease of 57 years. The option to purchase must be exercised by May 15, 1973. The option to secure a new lease must be exercised by July 31, 1973. The existing lease will be purchased, and a new lease executed before the interim construction mortgage is placed on record.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated November 10, 1972, identifies Security Title Corporation, as the Escrow Agent. On examination the specimen Reservation Agreement, the specimen Contract of Sale, and executed Escrow Agreement are found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sec. 514-35 and Sec. 514-36 through Sec. 514-40, Hawaii Revised Statutes. Among other provisions the Escrow Agreement states that no money shall be disbursed from the funds deposited with Escrow on behalf of Developer unless and until the Real Estate Commission of the State of Hawaii has issued a Final Public Report, and the requirements set forth in Hawaii Revised Statutes, Sec. 514-36 through Sec. 514-39 Hawaii Revised Statutes, as amended, have been satisfied. It further states that a purchaser under a contract of sale shall be entitled to a refund of all money deposited with Escrow, less a cancellation fee of \$15.00

if any of the following events shall have occurred: (a) If the Escrow Agent receives a written request from the Developer to return the Purchaser's funds to him; (b) If the Developer exercises its option to cancel because sixty-eight (68) apartment units have not been sold by October, 1973; or (c) If the Developer notifies the Escrow Agent in writing that the Purchaser has exercised his option to cancel the Sales Contract because the apartment unit shall not have been built by the time provided. The Escrow Agreement also provides for a refund to Purchaser of all money deposited with it if; (1) There is a change in the plans for the said building requiring the approval of the official of the County having jurisdiction over the issuance of permits for the construction of building, unless Developer obtains the Purchaser's written approval or acceptance of such specific change in building plans; (2) The Final Public Report upon the project differs from the Preliminary Public Report upon the project issued by the Real Estate Commission of the State of Hawaii in any material respect; (3) Such Final Public Report is not issued within one year from the date of issuance of such Preliminary Public Report. Buyer shall, in any event, have the right to a refund of any money deposited in Escrow under a Reservation Agreement, less cancellation fee, without interest, upon written request therefor, at any time prior to the issuance of a Final Public Report by the Commission.

The specimen Reservation Agreement provides that Developer shall have the absolute right to cancel the Reservation Agreement if it fails to sell more than sixty-eight (68) apartment units by October, 1973.

It is incumbent upon the Purchaser or prospective Purchaser that he reads with care the Reservation Agreement, the Contract of Sale, and the Escrow Agreement. The Escrow Agreement establishes how the proceeds from the sale of apartment units and all sums received from any source are placed in trust, as well as the retention and disbursement of said trust funds.

MANAGEMENT AND OPERATIONS: The By-Laws empower the Board of Directors with the authority to engage a Manager or Managing Agent to manage the Horizontal Property Regime. The property manager has been identified in the Notice of Intention to Sell as Pacific Islands Management Company, Inc.

STATUE OF PROJECT: No building contract has been executed.

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The Purchaser or prospective Purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted November 15, 1972, and additional information subsequently filed by Developer as of January 29, 1973.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 497 filed with the Commission on November 15, 1972. The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock must be yellow in color.

  
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(for) DOUGLAS R. SODEVANI chairman  
Real Estate Commission  
State of Hawaii

Distribution:  
Department of Taxation  
Bureau of Conveyances  
Planning Commission, City and County of Honolulu  
Federal Housing Administration  
Escrow Agent  
Registration No. 497

January 31, 1973

DESCRIPTION OF BUILDING

The project is to consist of One Hundred Forty-Three (143) separately designated and legally described leasehold estates in apartment and commercial units. One of the apartments shall be reserved for the resident manager to be purchased by the Management Company. There shall be five (5) separate buildings in said project. Three of these are existing two-story buildings constructed of reinforced concrete for the ground units and wooden material for the second floor units and the roof.

Each of these buildings contains four (4) beach lodge units, two on the ground floor and two on the second floor, and said buildings are designated on the Condominium File Plan as Allis Cottage, Kings Cottage and Regents Cottage. The fourth existing building, designated on the Condominium File Plan as the Restaurant Building, when renovated shall contain a restaurant/ cocktail lounge, kitchen, restaurant shop, and four commercial shops on the ground floor, and two offices on the second and only other floor in said restaurant building.

The fifth building, to be constructed as new construction, designated as the Main Building on said Condominium File Plan, shall be built principally of reinforced concrete and reinforced concrete blocks, said building to contain and distributed over nine floors one hundred twenty-four (124) apartment units, two elevators, an elevator machine room.

Each Beach Home unit, Cottage unit and Royal Penthouse shall have an exclusive parking stall for its use, except the Manager's unit shall have an additional stall, the Royal Penthouse-2 shall have four (4) extra stalls, Royal Penthouse-3 and Royal Penthouse-4 shall each have an additional stall. The Beach Lodge

units shall share together those parking stalls designated as "L". The Restaurant Building shall have shared seventeen (17) parking stalls designated as "R". All the parking stalls are designated on the Condominium File Plan.

The apartments and commercial units shall be numbered and situated as follows:

(a) The Alliiis Cottage, Kings Cottage and Regents Cottage. Each unit shall be identified by the name of the cottage and a number immediately following it. All even numbers indicate the unit is located on the Kaneohe side, and the odd numbers indicate the unit is located on the Kahuku side. All units bearing numbers 1 or 2 are ground floor units and all units bearing numbers 3 or 4 are second (2nd) floor units. For example: "King-1" indicates a unit located on the ground floor, Kahuku side of the Kings Cottage building. "Allii-4" indicates a unit located on the second (2nd) floor, Kaneohe side, in the Alliiis Cottage building. Each ground floor unit shall contain a bedroom, a bathroom and dressing alcove, a wet bar and an enclosed lanai. The unit shall contain 474 square feet including 96 square feet of lanai, and connecting thereto an attached open patio of 100 square feet. Each second (2nd) floor unit shall contain the same area and number of rooms as the ground floor unit except it does not have an open patio.

(b) The Main Building: The main building shall have nine (9) floors of apartments containing fifty-five (55) Beach Homes, fifty-seven (57) Beach Lodges, and twelve (12) Royal Penthouses. The above units shall be designated with initials BH, BL or RPH preceding its numbers. Excepting for the Penthouse floor, the first digit indicates the floor from "1" to "7". The two

remaining digits indicate the location of the unit with respect to the Kaneohe or Kahuku side, commencing with "01" on the Kahuku side and ending with "16" on the Kaneohe side. Located on the eighth floor, the penthouse units are designated with the letters RPH and shall be numbered from the Kahuku side "1" and ending at "12" on the Kaneohe side. The ninth floor is used as the second floor of some of the penthouse units.

(i) The following units are Beach Lodge units and consist of a bedroom, bathroom and dressing alcove, a wet bar and a lanai.

<u>Unit</u>	<u>Interior Square Feet</u>	<u>Lanai Square Feet</u>
<u>First Floor</u>		
BL-101	468	58
BL-102	524	58
BL-103	620	54
BL-104	634	70
BL-105	524	58
BL-106	524	36
BL-107	524	36
BL-108	524	58
BL-110	550	128
<u>Second Floor</u>		
BL-201	468	58
BL-202	524	58
BL-203	620	54
BL-204	634	70
BL-205	524	58
BL-206	524	36
BL-207	524	36
BL-208	524	58
<u>Third Floor</u>		
BL-301	468	280
BL-302	524	58
BL-303	524	150
BL-304	524	180
BL-305	524	58
BL-306	524	36
BL-307	524	36
BL-308	524	58

Exhibit A

<u>Unit</u>	<u>Interior Square Feet</u>	<u>Lanai Square Feet</u>
<u>Fourth Floor</u>		
BL-401	468	246
BL-402	524	98
BL-403	524	98
BL-404	524	98
BL-405	524	98
BL-406	524	98
BL-407	524	98
BL-408	524	98
<u>Fifth Floor</u>		
BL-501	468	221
BL-502	524	88
BL-503	524	88
BL-504	524	88
BL-505	524	88
BL-506	524	88
BL-507	524	88
BL-508	524	88
<u>Sixth Floor</u>		
BL-601	468	196
BL-602	524	78
BL-603	524	78
BL-604	524	78
BL-605	524	78
BL-606	524	78
BL-607	524	78
BL-608	524	78
<u>Seventh Floor</u>		
BL-701	468	68
BL-702	524	68
BL-703	524	68
BL-704	524	68
BL-705	524	68
BL-706	524	68
BL-707	524	68
BL-708	524	68

(ii) The following units are Beach Home units and consist of a bedroom, living room, entry, kitchenette, a bathroom and a lanai.

<u>Unit</u>	<u>Interior Square Feet</u>	<u>Lanai Square Feet</u>
<u>First Floor</u>		
BH-109	728	128
BH-111	726	128
BH-112	726	128
BH-113	726	128
BH-114	726	128
BH-115	726	128
BH-116	706	128
<u>Second Floor</u>		
BH-209	800	128
BH-210	732	128
BH-211	726	128
BH-212	726	128
BH-213	726	128
BH-214	726	128
BH-215	726	128
BH-216	706	128
<u>Third Floor</u>		
BH-309	800	240
BH-310	732	240
BH-311	726	240
BH-312	726	240
BH-313	726	240
BH-314	726	240
BH-315	726	240
BH-316	306	634
<u>Fourth Floor</u>		
BH-409	800	186
BH-410	732	108
BH-411	726	108
BH-412	726	108
BH-413	726	108
BH-414	726	108
BH-415	726	108
BH-416	706	295
<u>Fifth Floor</u>		
BH-509	800	174
BH-510	732	97
BH-511	726	97
BH-512	726	97
BH-513	726	97
BH-514	726	97
BH-515	726	97
BH-516	706	268

Exhibit A

<u>Unit</u>	<u>Interior Square Feet</u>	<u>Lanai Square Feet</u>
<u>Sixth Floor</u>		
BH-609	800	162
BH-610	732	86
BH-611	726	86
BH-612	726	86
BH-613	726	86
BH-614	726	86
BH-615	726	86
BH-616	706	235
<u>Seventh Floor</u>		
BH-709	800	150
BH-710	732	75
BH-711	726	75
BH-712	726	75
BH-713	726	75
BH-714	726	75
BH-715	726	75
BH-716	706	205

(iii) The following units are Royal Penthouses:

PH-1 consists of two (2) bedrooms, one and one-half (1-1/2) bathrooms, a living room, a kitchenette and a lanai. The unit will contain 1,230 square feet including 230 square feet of lanai.

PH-2 consists of a two-story apartment with two (2) bedrooms, two and one-half (2-1/2) bathrooms, a living room, a kitchenette and a lanai. The unit will contain 3,600 square feet including 1,700 square feet of lanai.

PH-3 is the same as PH-2 except it will contain 2,400 square feet including 500 square feet of lanai.

PH-4 is the same as PH-2 except it will contain 2,360 square feet including 500 square feet of lanai.

PH-5 consists of a two-story apartment with two (2) bedrooms, two (2) bathrooms, a living room, a kitchenette and a lanai. The unit will contain 1,970 square feet including 740

square feet of lanai.

PH-6, PH-7, PH-8, PH-9, PH-10 each consist of a two-story apartment containing three (3) bedrooms, two bathrooms, a living room, kitchenette and a lanai. PH-6 will contain 1,772 square feet including 310 square feet of lanai. PH-7 will contain 1,620 square feet including 230 square feet of lanai. PH-8, PH-9 and PH-10 each will contain 1,668 square feet including 260 square feet of lanai.

PH-11 consists of one (1) bedroom, one (1) bathroom, a living room, kitchenette and a lanai. The unit will contain 790 square feet including 64 square feet of lanai.

PH-12 is the same as PH-11 except it contains 901 square feet including 195 square feet of lanai.

(c) The Restaurant Building: The restaurant building shall consist of four (4) shops on the ground floor, two (2) offices on the second floor, and a restaurant-cocktail lounge on the ground floor. Appurtenant to the restaurant is a patio and service yard adjacent to the kitchen.

Shop-"1" contains 190 square feet.

Shop-"2" contains 120 square feet.

Shop-"3" contains 154 square feet.

Shop-"4" contains 850 square feet, plus a 450 square feet patio.

Office "1" contains 588 square feet.

Office "2" contains 500 square feet.

The restaurant contains 6,992 square feet consisting of a dining room (2,932 sq.ft), a kitchen (3,100 sq.ft.), a cocktail lounge (320 sq.ft.), and a restaurant shop (640 sq.ft.).

(d) All first floor units shall have immediate access to the land heretofore described. The remaining units shall have immediate access to the external covered walks, stairways and elevators that connect the units above ground.

Exhibit A

DESIGNATION OF APARTMENTS  
 APARTMENT NUMBERS, AREA  
 AND PERCENTAGE INTEREST IN  
COMMON ELEMENTS AND FOR VOTING

MAIN BUILDING

<u>Unit Number</u>	<u>Area in Square Feet Of Each Unit</u>	<u>Lanai</u>	<u>Percentage Interest in the Common Elements and Voting</u>
<u>First Floor</u>			
	<u>Interior</u>		
BL-101	468	58	.532
BL-102	524	58	.532
BL-103	620	54	.532
BL-104	634	70	.532
BL-105	524	58	.532
BL-106	524	36	.532
BL-107	524	36	.532
BL-108	524	58	.532
BH-109	728	128	.709
BL-110	550	128	.532
BH-111	726	128	.709
BH-112	726	128	.709
BH-113	726	128	.709
BH-114	726	128	.709
BH-115	726	128	.709
BH-116	706	128	.709
<u>Second Floor</u>			
BL-201	468	58	.532
BL-202	524	58	.532
BL-203	620	54	.532
BL-204	634	70	.532
BL-205	524	58	.532
BL-206	524	36	.532
BL-207	524	36	.532
BL-208	524	58	.532
BH-209	800	128	.709
BH-210	732	128	.709
BH-211	726	128	.709
BH-212	726	128	.709
BH-213	726	128	.709
BH-214	726	128	.709
BH-215	726	128	.709
BH-216	706	128	.709

<u>Unit Number</u>	<u>Area in Square Feet Of Each Unit</u>	<u>Lanai</u>	<u>Percentage Interest in the Common Elements and Voting</u>
<u>Third Floor</u>			
BL-301	468	280	.532
BL-302	524	58	.532
BL-303	524	150	.532
BL-304	524	180	.532
BL-305	524	58	.532
BL-306	524	36	.532
BL-307	524	36	.532
BL-308	524	58	.532
BH-309	800	240	.709
BH-310	732	240	.709
BH-311	726	240	.709
BH-312	726	240	.709
BH-313	726	240	.709
BH-314	726	240	.709
BH-315	726	240	.709
BH-316	706	634	.709
<u>Fourth Floor</u>			
BL-401	468	246	.532
BL-402	524	98	.532
BL-403	524	98	.532
BL-404	524	98	.532
BL-405	524	98	.532
BL-406	524	98	.532
BL-407	524	98	.532
BL-408	524	98	.532
BH-409	800	186	.709
BH-410	732	108	.709
BH-411	726	108	.709
BH-412	726	108	.709
BH-413	726	108	.709
BH-414	726	108	.709
BH-415	726	108	.709
BH-416	706	295	.709

Exhibit B

<u>Unit Number</u>	<u>Area in Square Feet Of Each Unit</u>	<u>Lanai</u>	<u>Percentage Interest in the Common Elements and Voting</u>
<u>Fifth Floor</u>			
BL-501	468	221	.532
BL-502	524	88	.532
BL-503	524	88	.532
BL-504	524	88	.532
BL-505	524	88	.532
BL-506	524	88	.532
BL-507	524	88	.532
BL-508	524	88	.532
BH-509	800	174	.709
BH-510	732	97	.709
BH-511	726	97	.709
BH-512	726	97	.709
BH-513	726	97	.709
BH-514	726	97	.709
BH-515	726	97	.709
BH-516	706	268	.709
<u>Sixth Floor</u>			
BL-601	468	196	.532
BL-602	524	78	.532
BL-603	524	78	.532
BL-604	524	78	.532
BL-605	524	78	.532
BL-606	524	78	.532
RL-607	524	78	.532
BL-608	524	78	.532
BH-609	800	162	.709
BH-610	732	86	.709
BH-611	726	86	.709
BH-612	726	86	.709
BH-613	726	86	.709
BH-614	726	86	.709
BH-615	726	86	.709
BH-616	706	235	.709

<u>Unit Number</u>	<u>Area in Square Feet Of Each Unit</u>	<u>Lanai</u>	<u>Percentage Interest in the Common Elements and Voting</u>
<u>Seventh Floor</u>			
BL-701	468	68	.532
BL-702	524	68	.532
BL-703	524	68	.532
BL-704	524	68	.532
BL-705	524	68	.532
BL-706	524	68	.532
BL-707	524	68	.532
BL-708	524	68	.532
BH-709	800	150	.532
BH-710	732	75	.532
BH-711	726	75	.532
BH-712	726	75	.532
BH-713	726	75	.532
BH-714	726	75	.532
BH-715	726	75	.532
BH-716	706	205	.532
<u>Penthouse</u>			
RPH-1	1,000	230	1.05
RPH-2	1,900	1,700	2.10
RPH-3	1,900	500	1.94
RPH-4	1,860	500	1.94
RPH-5	1,230	740	1.49
RPH-6	1,462	310	1.39
RPH-7	1,390	230	1.39
RPH-8	1,408	260	1.39
RPH-9	1,408	260	1.39
RPH-10	1,408	260	1.39
RPH-11	726	64	.774
RPH-12	706	195	.774

<u>Unit Number</u>	<u>Area in Square Feet of Each Unit</u>	<u>Lanai</u>	<u>Percentage Interest in the Common Elements and Voting</u>
<u>Commercial</u>			
Shop #1	190		.164
Shop #2	120		.110
Shop #3	154		.140
Shop #4	850 plus 450 patio		1.276
Office #1	588		.510
Office #2	500		.460
Restaurant (Kitchen, 3,100 sq.ft.; dining room, 2,932 sq.ft.; cocktail lounge/restaurant, 320 sq.ft.; shop, 640 sq.ft.)			
<u>Alliis Cottage</u>			
Allii #1	378 100 Patio	96 (enclosed)	.597
Allii #2	378 100 "	96 "	.597
Allii #3	378 No Patio	96 "	.597
Allii #4	378 No Patio	96 "	.597
<u>Kings Cottage</u>			
King #1	378 100 Patio	96 "	.597
King #2	378 100 "	96 "	.597
King #3	378 No Patio	96 "	.597
King #4	378 No Patio	96 "	.597
<u>Regents Cottage</u>			
Regent #1	378 100 Patio	96 "	.597
Regent #2	378 100 "	96 "	.597
Regent #3	378 No Patio	96 "	.597
Regent #4	378 No Patio	96 "	.597