

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
MOTT-SMITH LANILOA
1717 Mott-Smith Drive
Honolulu, Hawaii

REGISTRATION NO. 628

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: December 13, 1973
Expires: January 13, 1975

SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED NOVEMBER 28, 1973, AND INFORMATION SUBSEQUENTLY FILED AS OF DECEMBER 12, 1973. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT AND AMENDMENTS THERETO, CHAPTER 514, HAWAII REVISED STATUTES.

1. MOTT-SMITH LANILOA is a proposed leasehold condominium project consisting of four hundred twenty-eight (428) condominium apartments contained in a 34-story building without a basement. There will be 635 assigned parking stalls located on the 1st through 3rd floors

of the building which will accommodate 669 cars. In addition, there will be 28 guest parking stalls on the fourth floor of the building.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium and issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and a copy of the approved floor plans) have not been filed in the office of the recording officer.
4. No advertising or promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen months after date of issuance, December 13, 1973, unless a Supplementary Public Report is issued or the Commission, upon review of the registration, issues an order extending the effective period of this report.
7. This Preliminary Public Report is made a part of the registration of MOTT-SMITH LANILOA condominium project. The Developer is responsible for placing a true copy of this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers, and of securing a signed copy of the receipt for the Preliminary Public Report from each purchaser.

NAME OF PROJECT: MOTT-SMITH LANILOA

LOCATION: The 113,043 square feet of fee simple land and improvements thereon to be submitted to the Horizontal Property Regime is located at 1717 Mott-Smith Drive, Honolulu, City and County of Honolulu, State of Hawaii.

TAX KEY: FIRST DIVISION: 2-4-28-18 (Area assessed: 16,750 square feet); 2-4-29-45 (Area Assessed: 18,728 square feet); and 2-4-28-5 (portion) (Area assessed: 2.596 acres, of which approximately 77,565 square feet are included in this project.)

ZONING: A-4 Apartment District

DEVELOPER: The Developer is Robert Cutshaw & Associates, Inc.,

a Hawaii corporation, whose principal place of business and post office address is Suite 1305, Ala Moana Building, 1441 Kapiolani Boulevard, Honolulu, Hawaii 96814, and whose officers are Robert P. Cutshaw, President, and Febe B. Cutshaw, Secretary-Treasurer, both of whose address is 1717 Ala Wai Boulevard, Penthouse 2-1, Honolulu, Hawaii 96815 and Archer A. Kawahara, Vice-President, whose address is 1026 Kalo Place, Apartment 608, Honolulu, Hawaii 96814.

Under an agreement with the Developer, Business Investment Limited, a Hawaii corporation, whose address is Suite 2320, Pacific Trade Center, 190 South King Street, Honolulu, Hawaii 96813, is a co-developer and consultant for the project and is, in addition, the agent of the interim lender, Continental Illinois Realty. The officers of Business Investment Limited are: Colin de Silva, President, and J. C. de Silva, Secretary-Treasurer, 1040 Kealaolu Avenue, Honolulu, Hawaii 96816 and Nelline Chun, Vice-President, 1911 Nehoa Place, Honolulu, Hawaii 96816.

ATTORNEY REPRESENTING DEVELOPER: Ashford & Wriston (Attention: Galen C. K. Leong), 235 Queen Street, Honolulu, Hawaii. Telephone 531-3761.

DESCRIPTION: The Declaration of Horizontal Property Regime reflects that the improvements of the project consist of a thirty-four story apartment building constructed principally of reinforced concrete, steel, glass, aluminum and allied building materials.

The project is divided as follows:

1. Apartments. Four hundred twenty-eight (428) estates are designated as apartments in the spaces within the perimeter walls, floors and ceilings and the appurtenant lanais of each of the 428 apartments of the project contained in the thirty-four story apartment building described and shown on the floor plans of the project, hereinafter referred to collectively as "the plans."

(a) Each apartment is numbered and located as shown on said plans and as described in Exhibit "A" attached hereto and made a part hereof and contains the number of rooms, gross floor area and net floor area according to the plan designated for each apartment as described in Exhibit "B" attached hereto and made a part hereof.

(b) Each apartment has immediate access to a hallway and unobstructed access thereafter to the elevators, stairs, walkways, sidewalks, parking areas, driveways, ramps and roads which connect the apartment to the entrances to the project and the public streets.

(c) Each apartment shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the apartment or of interior load-bearing walls, nor shall said apartment be deemed to include the pipes, wires, conduits or other public utility lines running through the apartment which are utilized for or serve more than one apartment. The apartment shall be deemed to include all of the areas or spaces enclosed by the walls, floors and ceilings surrounding the apartment and the areas constituting any lanais, as shown on the plans, all the walls and partitions which are not load-bearing within the perimeter walls of the apartment, the inner decorated or finished surfaces of all walls, floors and ceilings of the apartment, all doors, window frames, windows and glass walls, and all fixtures, appliances carpeting and drapes originally installed therein.

COMMON ELEMENTS: The Declaration reflects that the remaining portions of the project are designated as and called the "common elements", including specifically but not limited to: the land described in the Declaration; the foundations, columns, girders, beams, floor slabs, supports, perimeter and load-bearing walls (except for the inner decorated surfaces thereof within each apartment), roofs, hallways, corridors, lobbies, stairs, stairwells and fire escapes, and entrances and exits of the building; the yards and grounds, fences, walkways, side-walks, parking areas, driveways, ramps, loading areas and roads; elevators, tanks, pumps, motors, fans, compressors, ducts and, in general, all other apparatus and installations existing for common use; all ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities and installations which serve more than one apartment for services such as power, light, water, gas, air-conditioning, refuse, telephone and radio and television signal distribution; the manager's unit, designated as Apartment No. 402 on said plans, consisting of four rooms (bedroom, bathroom, kitchen and living-dining room); the office located adjacent to the manager's unit; recreational areas and facilities located on the fourth floor of the building, including the pavilion, with kitchen and toilet facilities, the swimming pool and deck area, shower, whirlpool, barbecue areas, children's area, wading pool, putting green, potting area, tennis court and sandbox; the twenty-eight parking stalls located on the fourth level of the building and designated on the plans; the garage ventilation system, all mechanical and electrical rooms, the trash chute, the terminal trash room with dumpsters and compactor and the coin-operated mini-car wash facilities on the first, second and third floors; and any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project (herein called the "common interest") and the same proportionate share in the common expenses of the project as set forth in Exhibit "B" attached hereto.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purposes, except that the owner of Apartment 413 may occupy and use or permit the use of such apartment initially as a day care center and such owner shall have the right at any time to convert the use of such apartment to a private dwelling. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 20 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage or bellboy service. Except for the above expressed restrictions, the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of this Declaration. It is also expressly provided that no malt, vinous, spirituous or intoxicating liquors of any kind shall be sold or exposed for sale or manufactured in the project.

The Developer intends that Apartment No. 413 on the fourth floor of the building shall be operated as a day care center for children. The owner or lessee of said apartment, as well as the users of said apartment, shall have the non-exclusive right to use the children's play area adjacent to the apartment during the hours from 7:00 a.m. until 6:00 p.m. The right is also reserved to the owner of said apartment to convert at any time the use of said apartment to a private dwelling, subject only to the approval of the Board of Directors as to any material changes to be made within the apartment.

PARKING STALLS: The parking stalls of the project will accommodate 697 cars. There will be 635 assigned parking stalls located on the 1st through 3rd floors of the building which will accommodate 669 cars. In addition, there will be 28 guest parking stalls on the fourth floor of the building.

A preliminary assignment of parking stalls to each apartment has been made as shown in Exhibit "D" to the Declaration filed with the Commission. The Developer has reserved the right, however, to make changes in these assignments from time to time but final assignments will be made prior to the issuance of the Final Public Report. The first digit of a parking stall number indicates the floor of the building on which the stall is located (i.e. 1, 2 or 3); the remaining digits indicate the number of the parking stall as shown on the plans and as marked in the parking stall itself. In addition, tandem parking stalls

will be designated in each such stall with a "T" following the parking stall number.

The parking stalls are of three kinds: (1) "Regular", which is a parking stall at least 19 feet long and 8 1/2 feet wide, except that a required building column may reduce the width of a portion of the stall to 8 feet, (2) "Compact", which is a parking stall at least 16 feet long and at least 7 1/2 feet wide, except that a required building column may reduce the width of a portion of the stall to 7 feet, and (3) "Tandem", which is a double parking stall which will accommodate two cars, one parked behind the other, being equivalent to two regular parking stalls.

The breakdown of the 663 parking stalls is as follows:

	<u>Number of Stalls</u>	<u>Number of Cars Which Can be Parked</u>
Regular:	564	564
Compact:	37	37
Tandem:	34	68
Guest:	<u>28</u>	<u>28</u>
Total	663	697

OWNERSHIP TO TITLE: As shown in the Preliminary Report dated October 29, 1973, furnished by Security Title Corporation, the fee simple title to the land to be submitted to the horizontal property regime is vested in the Hawaii Baptist Convention. By unrecorded lease dated October 25, 1972, the Hawaii Baptist Convention leased the land comprising the project to School Development Corporation, a Hawaii corporation. A short form of said lease dated October 25, 1972, was recorded as Land Court Document No. 606466 and in the Bureau of Conveyances in Liber 8729, at Page 331. By First Amendment to Indenture of Lease, effective as of November 5, 1973, said Lease was amended by Hawaii Baptist Convention and School Development Corporation.

ENCUMBRANCES AGAINST TITLE:

1. The reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. The restrictive covenant contained in Deed dated February 15, 1921, recorded in Liber 585, at Page 152, to wit: "That no malt, vinous, spirituous or intoxicating liquors of any kind shall ever be sold or exposed for sale or manufactured on the said premises or any part thereof."

3. A perpetual right and easement granted to the Hawaiian Electric Company, Limited and Mutual Telephone Company, Limited (now known as the Hawaiian Electric Company, Inc. and Hawaiian Telephone Company) by Won Kiu Ahn and Chung Song Ahn, by instrument dated April 23, 1946, recorded in Liber 1956, at Page 37 (affects 20-foot roadway).
4. Terms, agreements, reservations, covenants, conditions and provisions contained in that certain unrecorded Indenture of Lease dated October 25, 1972 entered into by and between The Hawaii Baptist Convention, a Hawaii nonprofit corporation, as Lessor, and School Development Corporation, a Hawaii corporation, as Lessee, a short form of which, dated October 25, 1972, was filed as Land Court Document No. 606466 and recorded in Liber 8729, at Page 331, as amended by First Amendment to Indenture of Lease, effective as of November 5, 1973, filed as Land Court Document No. 659207 and recorded in Liber 9622, at Page 90.
5. Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated November 5, 1973 executed by Hawaii Baptist Convention, a Hawaii non-profit corporation, as Mortgagor, to Continental Illinois Realty, a real estate investment trust, as Mortgagee, filed as Land Court Document No. 659208 and recorded in Liber 9622, at Page 158.
6. Mortgage, Assignment of Rents, Security Agreement and Financing Statement executed by School Development Corporation, a Hawaii corporation, as Mortgagor, to Continental Illinois Realty, as Mortgagee, filed as Land Court Document No. 659209 and recorded in Liber 9622, at Page 182.
7. Mortgage executed by School Development Corporation, as Mortgagor, in favor of Bishop Trust Co., Ltd., as Mortgagee, filed as Land Court Document No. 659210 and recorded in Liber 9622, at Page 211.
8. Subordination Agreement between School Development Corporation and Continental Illinois Realty subordinating the lien of the mortgage dated September 25, 1973 executed by School Development Corporation, as Mortgagor, to Continental Illinois Realty, as Mortgagee, filed as Land Court Document No. 654170 and recorded in Liber 9549, at Page 143 to the lien of the three mortgages described as items 5, 6, and 7 of this topical heading, filed as Land Court Document No. 659212 and recorded in Liber 9622 at Page 237.
9. Assignment of Sales Agreement executed by Robert Cutshaw

& Associates, Inc., a Hawaii corporation, and School Development Corporation, as assignor, to Continental Illinois Realty, as assignee, filed as Land Court Document No. 659211 and recorded in Liber 9622, at Page 223.

10. Two undated financing statements, between Continental Illinois Realty, as secured party, one being executed by School Development Corporation, as debtor, and the other by Robert Cutshaw & Associates, Inc., as debtor, recorded in Liber 9622, at Pages 246 and 253, respectively.

PURCHASE MONEY HANDLING: A copy of the Escrow Agreement dated November 7, 1973, by and between Security Title Corporation, as Escrow, Honolulu Mortgage Co., Ltd., and Robert Cutshaw & Associates, Inc., as Seller, has been submitted to the Commission as part of this registration. On examination the Escrow Agreement and Sales Contract are found to be in compliance with Chapter 514, Hawaii Revised Statutes.

The provisions of the Sales Contract should be carefully read by the purchasers. The specimen document filed as a part of the registration recites the conditions under which the purchaser shall acknowledge receipt of this Public Report.

Among other provisions the Sales Contract provides that a Buyer thereunder shall be entitled to a refund of his funds, without interest and less Escrow's cancellation fee, if the contract is executed before the issuance of a Final Public Report and if the Final Public Report differs in any material respect from the Preliminary Public Report or if the Final Public Report is not issued within one year from the date of issuance of the Preliminary Public Report or if there is any change in the condominium building plans subsequent to the execution thereof requiring the approval of a county officer having jurisdiction over issuance of permits for construction of buildings, unless Buyer gives written approval of such material difference or waives his right to a refund by executing his receipt of a true copy of the Final Public Report within five (5) days from receipt of such copy.

Upon refund of said funds to Buyer, Escrow shall also return to Seller Buyer's sales contract and the apartment sublease therefore delivered to Escrow.

Among other provisions the specimen Sales Contract provides that in the event that less than two hundred fourteen (214) apartments are sold by March 1, 1974, or if the Seller is prevented by law from proceeding with construction of the project as therein contemplated, or if the project is delayed for a period of more than sixty (60) consecutive days by war or other national emergency, general strike, industry-wide strike or lockout in the City and County of Honolulu or island-wide

shortage of materials necessary for the project, inability of Seller to secure mortgage financing in Honolulu for purchasers of condominium apartments or any other cause beyond the control of Seller, or if at any time during the period of the sales contract Buyer's credit shall be found unsatisfactory to Seller, or if financing becomes unavailable to Buyer or Seller, Seller, at its option, may cancel the contract upon written notice to Buyer, in which event all sums paid by Buyer thereunder shall be refunded to Buyer, without interest, less any charges for Buyer's credit report and Escrow's cancellation fee, and the contract shall be deemed to have been cancelled and both parties shall be released from all obligations and liability thereunder.

The Sales Contract also provides that, if the costs of labor, services and materials necessary for the construction and completion of the project and the individual apartments therein as planned are increased due to force majeure, the Seller reserves the right to and at its sole option may increase the purchase price of the apartment to cover all or any part of such increase (as used hereinafter, "increase" shall mean the total of all such increases in the purchase prices of the apartments in the project). Upon the exercise of such option on the part of the Seller, the Seller shall send notice thereof to the Buyer, which notice shall set forth (1) the Buyer's pro-rata share of such increase, being the amount of such increase multiplied by the undivided percentage interest appurtenant to the apartment, (2) a certification by Seller's accountants, Coopers & Lybrand, that such increase is not more than the additional actual sums which Seller must pay for the increased costs of such labor, services and materials due to force majeure, and (3) that the Buyer shall have ten (10) days from receipt of such notice to accept in writing the increased purchase price or to cancel his sales contract. In the event the Buyer accepts such increase, such additional amount shall be paid in cash at closing. In the event the Buyer elects to cancel his sales contract, the Buyer shall receive a refund of all of his funds, with interest as set forth in the Sales Contract and less a cancellation fee of \$35.00, and Buyer shall in addition pay all costs incurred on account of any previous arrangements for mortgage financing. If the Buyer has not given written notice of his acceptance or cancellation of his sales contract within such ten-day period, the Buyer shall be deemed to have accepted the increased purchase price and, if the Final Public Report on the project has been issued and Buyer has given his receipt for the same, the Sales Contract shall be binding upon the Buyer at the new increased purchased price. The "costs" hereinabove referred to mean and include all items covered by the construction contract by and between the Developer and Hawaiian Dredging & Construction Company, a division of Dillingham Corporation, and all other costs not covered by such contract but which are ordinarily and properly included under proper accounting procedures as construction costs and expenses for such a project, including,

but not limited to, bond and insurance costs, landscaping, appliances, draperies, carpets, furniture and painting.

It is incumbent upon the purchaser that he read with care the Sales Contract and Escrow Agreement. The Escrow Agreement establishes how the proceeds and the sale of the Apartments and all sums of any source are placed in trust as well as the retention, disbursement and refund of said trust fund.

MANAGEMENT AND OPERATION : The Declaration of Horizontal Property Regime provides that the operation of the project shall be conducted for the Association of Apartment Owners by a responsible corporate Managing Agent. The initial Managing Agent has not yet been selected.

STATUS OF THE PROJECT: The Developer reports that construction of the project is expected to commence in March, 1974.

The purchaser or prospective purchaser shall be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted November 28, 1973, and information subsequently filed as of December 12, 1973.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 628 filed with the Commission on November 28, 1973.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock must be yellow in color.


(for) DOUGLAS R. SODEFANI, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:
Department of Taxation
Bureau of Conveyances
Planning Department, City & County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 628
December 13, 1973

EXHIBIT "A"

1. Building Description. The building shall have thirty-four (34) floors, with the 1st through 3rd floors being essentially parking decks for parking purposes; the 4th floor containing the main lobby, manager's apartment, office, recreation facilities, guest parking, a day care center and residential apartments; and the 5th through 34th floors being exclusively for residential purposes.

Residential apartments are located on the 4th through 34th floors. There are 9 such apartments on the 4th floor (4 one-bedroom apartments, 4 two-bedroom apartments and 1 three-bedroom apartment), 12 such apartments on the 5th floor (1 studio, 4 one-bedroom apartments, 6 two-bedroom apartments and 1 three-bedroom apartment) and 14 such apartments on each floor from the 6th through the 34th floors (1 studio, 6 one-bedroom apartments, 6 two-bedroom apartments and 1 three-bedroom apartment).

The 1st floor will consist primarily of parking stalls, but separate rooms will also house equipment and facilities necessary for the project, said rooms being designated on the plans as mechanical room, electrical room, terminal trash room, heater room, pump room, chiller room and transformer vault. In addition, there will be a mini-car wash and a loading area.

The 2nd floor and 3rd floor will also each consist primarily of parking stalls, but, in addition, each floor will contain a mini-car wash, mechanical and electrical equipment rooms and a

trash room.

The 4th floor will contain the main entrance to the building, facing Mott-Smith Drive, and will include the main lobby, 28 guest parking stalls, 9 residential apartments as hereinabove described, the manager's suite (which includes an office and the manager's one-bedroom apartment), a day care center and recreation facilities, including a swimming pool, whirlpool, shower, tennis court, potting area, putting green, a recreational pavilion with kitchen and toilet facilities, barbecue areas and picnic tables, and a children's area (which includes a wading pool and fountain and a sandbox).

The 5th floor will contain 12 residential apartments. The 6th through 34th floors will each contain 14 residential apartments.

Each floor will be served by elevators and stairs and each floor from the 2nd to the 34th will be served by the trash chute.

2. Location of Apartments.

The building contains four hundred twenty-seven (427) residential apartments and one (1) separate apartment which is the day care center, making a total of four hundred twenty-eight (428) apartments.

Each apartment on the 4th through the 33rd floor will be designated by either a three or four digit number by which its location in the building can be determined; the last two digits of an apartment number indicate the location of the apartment on its floor. The apartments on the 34th floor are designated

PH-1 through PH-14, inclusive, and are located as shown on said plans.

From the 4th through the 12th floors, the digit or digits preceding the last two digits will correspond to the floor on which the apartment is located, said digits being "4" through "12", inclusive. On the 13th floor, the apartments are numbered 1401 through 1414, inclusive. From the 14th through the 33rd floors, the digits indicating the floor on which an apartment is located are "15" through "34", respectively. On the 34th floor, the apartments are designated as PH-1 through PH-14, inclusive. With respect to the last two digits, all odd numbers refer to apartments on the east side of the building and all even numbers refer to apartments on the west side of the building; furthermore, these digits begin at the north end of the building and end at the south end of the building. For example, Apartment No. 601 is located on the northeast corner of the building on the 6th floor and Apartment No. 1414 is located on the southwest corner on the 13th floor.

3. Description of Apartment Unit Types:

The different types of apartments in the project are designated as Units A, A-1, A-2, B, B-1, B-2, C-1, C-2, D, D-1, D-2, E, E-1, E-2, F, F-1, F-2, G-1, G-2 and DC. Units A, B, D, E and F are sometimes referred to as the "Garden" apartments. Units A-1, B-1, C-1, D-1, E-1, F-1 and G-1 are sometimes referred to as the "Standard" apartments. Units A-2, B-2, C-2, D-2, E-2, F-2 and G-2 are sometimes referred to as the "Deluxe" apartments.

The unit types bearing the same letter designation, i.e. A, A-1 and A-2, all have the same approximate net floor area, but the size of the lanai varies with the unit type, as indicated in Exhibit "B".

The unit types are further described as follows:

(1) Unit A, A-1 and A-2 apartments are one bedroom apartments, each containing one bedroom, a bathroom, a dressing room, a living-dining room, a kitchen and two connecting lanais.

(2) Unit B, B-1 and B-2 apartments are two bedroom apartments, each containing two bedrooms, two bathrooms, a living-dining room, a kitchen and three separate lanais.

(3) Unit C-1 and C-2 apartments are two bedroom apartments, each containing two bedrooms, two bathrooms, a living-dining room, a kitchen and three connecting lanais.

(4) Unit D, D-1 and D-2 apartments are two bedroom apartments, each containing two bedrooms, two bathrooms, a living-dining room, a kitchen and one separate and two connecting lanais.

(5) Unit E, E-1 and E-2 apartments are three bedroom apartments, each containing three bedrooms, two bathrooms, a living-dining room, a kitchen and one separate and two connecting lanais.

(6) Unit F, F-1 and F-2 apartments are two bedroom apartments, each containing two bedrooms, two bathrooms, a walk-in closet, a living-dining room, a kitchen and three connecting lanais.

(7) Unit G-1 and G-2 apartments are studio apartments,

each containing a living-dining-sleeping area with a kitchenette, a bathroom and a lanai.

(8) The Unit DC apartment, being the day care center, contains a kitchen, two washrooms, three separate rooms and three separate lanais.

4. Definition of Floor Area.

Each apartment has the approximate floor areas as set forth in Exhibit "B". The "approximate gross floor area" set forth in Exhibit "B" is calculated in accordance with the definition of floor area set forth in the Comprehensive Zoning Code of the City and County of Honolulu, generally referred to as the "CZC", and includes the floor area of all lanais of the apartment and of any recessed entry to the apartment shown on the floor plans filed simultaneously with this Declaration. The "approximate net floor area" shown in Exhibit "B" below is said approximate gross floor area exclusive of all lanais.

EXHIBIT "B"

<u>Unit Type</u>	<u>Apartments of said Unit Type*</u>	<u>Number Apartments</u>	<u>Approximate Gross Floor Area</u>	<u>Approximate Net Floor Area</u>	<u>Lanai Area</u>	<u>Number of Rooms</u>	<u>Number of Bedrooms</u>	<u>Undivided Percentage Interest</u>
A	403, 405, 410, 412	4	1023.98	644.03	379.95	5	1	.19517
A-1	503-2703, 604-2604, 505-2605, 606-2706, 510-2610, 512-2712	127	819.03	644.03	175.00	5	1	.19517
A-2	2803-3403, 2704-3404, 2705-3405, 2806-3406, 2710-3410, 2812-3412, PH-3, PH-4, PH-5, PH-6, PH-10, PH-12	51	875.03	644.03	231.00	5	1	.19517
B	407, 408	2	1210.94	872.54	338.40	6	2	.26442
B-1	507-2607, 508-2608	42	1015.04	872.54	142.50	6	2	.26442
B-2	2707-3407, 2708-3408, PH-7, PH-8	18	1071.04	872.54	198.50	6	2	.26442
C-1	502-2602	42	1055.92	881.77	174.15	6	2	.26722
C-2	513-2613, 2713-3413, PH-13, 2702-3402, PH-2	18	1157.24	881.77	210.41	6	2	.26722
D	401	1	1668.42	947.49	720.93	6	2	.28714
D-1	501-2701	22	1169.58	947.49	222.09	6	2	.28714
D-2	2801-3401, PH-1	8	1274.90	947.49	327.41	6	2	.28714
E	414	1	1512.42	1167.42	345.00	8	3	.35379
E-1	514-2714	22	1359.83	1167.42	192.41	8	3	.35379
E-2	2814-3414, PH-14	8	1465.15	1167.42	297.73	8	3	.35379
F	411	1	1464.39	924.39	540.00	6	2	.28016
F-1	511-2611	21	1176.39	924.39	252.00	6	2	.28016
F-2	2711-3511, PH-11	9	1232.39	924.39	308.00	6	2	.28016
G-1	509-2709	22	453.42	355.42	98.00	2	0	.10771
G-2	2809-3409, PH-9	8	509.42	355.42	154.00	2	0	.10771
DC	413	1	1247.22	880.62	366.60	3	0	.26673

*The apartment numbers designated above, for example: "503-2703", are inclusive of the apartments having numbers ending with the same final two digits, i.e. "03", except that the number 13 is omitted for the purposes of floor numbering so that there are no apartments numbered 1301-1314, inclusive.