

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**

PACIFIC GRAND
747 Amana Street
Honolulu, Hawaii

REGISTRATION NO. 913

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: June 8, 1977
Expires: July 8, 1978

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED MAY 18, 1977 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF JUNE 3, 1977. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514, HAWAII REVISED STATUTES.

1. PACIFIC GRAND is a fee simple condominium project consisting of one (1) twenty-two story building, with a basement, and three hundred seventy-two (372) apartments and two hundred twenty-five (225) parking stalls.

2. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners and a copy of the approved Floor Plans) have not yet been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

4. No advertising and promotional matter has been filed 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 the Horizontal Property Act, Chapter 514 of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regime.

6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, June 8, 1977, unless a Final or Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the period of this report.

7. This Preliminary Public Report is made a part of registration on PACIFIC GRAND condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed copy of the Receipt for the Preliminary Horizontal Property Regime Public Report from each such person is also the responsibility of the Developer.

NAME OF PROJECT: PACIFIC GRAND

LOCATION: The approximately 31,221 square feet of land to be committed to the regime is situated at 747 Amana Street, Honolulu, Hawaii.

TAX MAP KEY: FIRST DIVISION: 2-3-21-25.

ZONING: B-2.

DEVELOPER: AMANA PARTNERS, a Hawaii limited partnership, Suite 1414, 745 Fort Street, Honolulu, Hawaii 96813, Phone 524-5490, whose general partners are: (1) Freeman, Penrose & Kajimura, Ltd., a Hawaii corporation, and (2) The Berkeley Corporation, a Hawaii corporation; and whose limited partners are: (1) R. Carter Freeman, (2) Amana Investors, a Hawaii limited partnership, (3) The Berkeley Corporation, a Hawaii corporation, and (4) Freeman, Penrose & Kajimura, Ltd., a Hawaii corporation.

ATTORNEY REPRESENTING DEVELOPER: Hamilton, Gibson, Nickelsen, Rush & Moore (Attention: Dwight M. Rush and Walter Beh, II), 20th Floor Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813, Phone 521-2611.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a fee simple condominium project consisting of three hundred seventy-two (372) apartments contained in one (1) twenty-two story building, with a basement, constructed principally of concrete.

The location and description of the various apartments of the project are as set forth in the Exhibit attached to this Preliminary Public Report. There are three classifications: 360 non-commercial apartments, 11 commercial apartments, and an Apartment H (consisting of 11 rooms).

The apartments have immediate access to the grounds of the project, or to a corridor and/or lobby which lead either to the grounds of the project or to three (3) elevators and two (2) stairways each of which leads to the grounds of the project.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter or party walls, doors and door frames, windows and window frames, the lanai air space (if any), the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein as shown on the Condominium Map.

COMMON ELEMENTS: One (1) freehold estate is designated in all remaining portions of the project, herein called the "common elements", including specifically but not limited to:

1. The land in fee simple;
2. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, elevators, walkways, entrances and exits of said building;
3. All yards, grounds and landscaping;
4. All parking areas;
5. All pipes, cables, conduits, ducts, electrical

equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any;

6. Swimming pool; and

7. 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.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are designated and set aside for the exclusive use of certain apartments, and such apartments having appurtenant thereto easements for the use of such limited common elements as follows:

1. The following limited common elements shall be appurtenant to and for the exclusive use of all of the apartments designated as "Commercial" in said Exhibit: Sixty-five (65) parking spaces, designated on said Condominium Map as Parking Space Nos. 1-61, inclusive, on the basement level of the project, and Parking Space Nos. 35, 36, 37 and 38 on the first floor of the project.

2. The following limited common elements shall be appurtenant to and for the exclusive use of Apartment No. H:

(i) the linen chutes located on all floors of the project; and

(ii) all the linen rooms located off the various elevator lobbies of the project.

3. The men's restroom (Room 107), the women's restroom (Room 106) and the adjacent hallway as indicated as a limited common element on Sheet A-6 of said Condominium Map, all located on the first floor of the project, shall be appurtenant to and for the exclusive use of the apartments located on such floor.

4. The men's restroom (Room 307), the women's restroom (Room 306), and the corridor and portion of the lobby as indicated as a limited common element on Sheet A-8 of said Condominium Map, all located on the second floor of the project, shall be appurtenant to and for the exclusive use of the apartments located on such floor.

5. The lanai adjacent to Apartment C-301 as indicated as a limited common element on Sheet A-9 of said Condominium Map, located on the third floor of the project, shall be

appurtenant to and for the exclusive use of said Apartment C-301.

6. All adjacent non-loadbearing perimeter and party walls of the apartments designated as "Commercial" in said Exhibit shall be appurtenant to and for the exclusive use of the apartments utilizing the same.

INTEREST TO BE CONVEYED TO PURCHASERS: Documents filed with the Real Estate Commission indicate that the purchaser will secure an Apartment Deed, conveying an apartment and an undivided interest, as set forth in said Exhibit, in all common elements of the project and the same proportionate share of all common profits and expenses of the project and shall be used for all other purposes including voting.

NOTE: The proposed Declaration provides that the common expenses of the central air-conditioning equipment of the project shall be apportioned between (1) the apartments designated as "Commercial" in said Exhibit and Apartment H, and (2) the other apartments of the project by the Board of Directors of the Association (herein called the "Board") in a fair and equitable manner, with the assistance of a mechanical or electrical engineer.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration provides that the apartments may be occupied and used for any purposes that are permitted from time to time under applicable statutes, ordinances, rules and regulations, governmental determinations and restrictions of the appropriate agencies of the City and County of Honolulu, and State of Hawaii; provided, however, that all apartments located above the fourth floor of the project shall be subject to the following additional restrictions: (a) no such apartment may be occupied by more than four (4) persons, and (b) such apartments may be occupied and used only for private dwelling purposes, including transient and hotel uses, by the respective owners thereof, their tenants, families, domestic servants and social guests. The owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration and the By-Laws attached thereto.

The By-Laws of the Association of Apartment Owners states, in part, that no livestock, poultry, rabbits, dogs, cats, other household pets, or other animals whatsoever shall be allowed or kept in any part of the project.

OWNERSHIP OF TITLE: A preliminary title report dated March 31, 1977, issued by Title Guaranty of Hawaii Incorporated, as submitted to the Commission, indicates that Pacific Holiday, Inc., a Hawaii corporation, and F M Swatara Company, a Pennsylvania corporation, being all of the general partners of and doing business as Pacific Grand Associates, a Hawaii registered limited partnership, Suite 1201, 1150 South King

Street, Honolulu, Hawaii 96814, is the fee simple owner of the property to be committed to the regime. The Developer, is the holder of an unrecorded purchase agreement covering the project, dated September 23, 1976, as amended, a copy of which has been supplied to the Commission.

ENCUMBRANCES AGAINST TITLE: Said preliminary title report dated March 31, 1977, issued by Title Guaranty of Hawaii Incorporated, and documents submitted to the Commission, provide that the following are encumbrances against title to the property:

1. For any taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the First Division, City and County of Honolulu, Hawaii.

2. The lien of and unpaid balance of assessment under Improvement District No. 153 (Pawaa-Kai), Assessment Lot No. 18-01.

3. That certain mortgage dated February 4, 1972, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 569852.

4. Various unrecorded commercial space leases and agreements covering certain of the Commercial apartments of the project, copies of which have been supplied to the Commission.

5. That certain unrecorded joint venture agreement dated April 22, 1977, by and between Marshall F. Goldman and the Developer, a copy of which agreement has been supplied to the Commission.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated May 16, 1977, between Title Guaranty Escrow Services, Inc., as Escrow, and Developer has been filed with the Commission. On examination, the executed Escrow Agreement filed with the Commission is found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-36 through 514-40 thereof.

Among other provisions, the executed Escrow Agreement states that a purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest and less Escrow's cancellation fee, if purchaser shall in writing request refund of his funds and any one of the following shall have occurred: (a) Escrow receives a written request from Seller to return to purchaser the funds of such purchaser then held by Escrow; (b) if purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the building plans, subsequent to the execution of purchaser's contract, requiring the approval of the county officer

having jurisdiction over the issuance of permits for construction, unless the purchaser has given written approval or acceptance of the change; (c) if the purchaser's funds were obtained prior to the issuance of a Final Public Report and the Final Public Report differs in any material respect from the Preliminary Public Report, unless the purchaser has given written approval or acceptance of the difference; or (d) if the Final Public Report is not issued within one (1) year from the date of issuance of the Preliminary Public Report.

The specimen Sales Contract filed with the Commission contains, among others, the following provisions:

1. "It is expressly understood and agreed by and between Seller and Buyer that the project consists of a fully constructed and existing building, which Seller is purchasing and converting to a condominium project. In connection with said conversion, Seller proposes to undertake certain minor remodeling of the building of the project subsequent to the Main Closing, as defined in the Escrow Agreement, in accordance with the contract, plans, specifications and work schedule supplied to Escrow and the Real Estate Commission of the State of Hawaii, subject to such changes or modifications thereof as the Architect named above deems appropriate and/or necessary."

2. "In connection with said minor remodeling work, Buyer agrees and understands that the Apartment covered hereby will have to be vacated during a period of time after the Date of Closing, as hereinafter defined, to allow for such work to be accomplished. Said minor remodeling work shall be completed within four (4) months after the said Main Closing, and Buyer shall be given at least two (2) weeks' prior written notice of when to so vacate the Apartment covered hereby; the period said Apartment must be kept so vacant shall not exceed thirty (30) days; provided, however, any such period shall be extended for any period of time during which Seller is actually and necessarily delayed in completing such minor remodeling work if said delay is caused by fire, earthquake, acts of God, the elements, war or civil disturbance, strikes, or economic controls making it impossible to obtain the necessary labor or materials or other matters or conditions beyond the control of Seller. Buyer understands that the prompt completion of said minor remodeling work will depend upon Buyer's strict compliance with the request of Seller to vacate the Apartment covered hereby for the period of such minor remodeling affecting said Apartment."

3. "It is expressly understood and agreed by and between Seller and Buyer that Buyer's Apartment described in Paragraph "A" hereof will be conveyed to Buyer "AS IS" (except for said minor remodeling work) and that THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED

WARRANTY OF MERCHANTABILITY OR FITNESS OF THE APARTMENT FOR A PARTICULAR PURPOSE, involved in this sale."

4. "Buyer hereby agrees for the sole benefit of Seller that until Seller has closed out the sale of all the apartments in the condominium project or until October 31, 1979, whichever shall first occur, that Buyer will not enter into any "rental pool" or similar agreement with any purchaser, lessee or owner of another apartment in the condominium project and/or any third party under which Buyer agrees to share expenses and/or rentals of apartments in the condominium project."

5. "In the event less than one hundred eighty (180) apartments are sold prior to October 3, 1977, Seller may at its option cancel this Agreement, in which event Seller will cause Escrow to refund all monies paid by Buyer, without interest, and less Escrow's cancellation fee and Seller shall be relieved and released of all further liability hereunder."

NOTE: PROSPECTIVE PURCHASERS SHOULD BE AWARE THAT THE SELLER'S MORTGAGE LOANS (ACQUISITION, RENEWALS AND EXTENSIONS) FOR THE PROJECT SHALL BE AND REMAIN AT ALL TIMES A SUPERIOR LIEN ON THE PROJECT, AND PURCHASERS INTENTIONALLY WAIVE AND SUBORDINATE THE PRIORITY OF LIEN UNDER THE SALES CONTRACT IN FAVOR OF THE MORTGAGE LOANS.

NOTE: DEVELOPER ADVISES THAT NO REPRESENTATION OR REFERENCES WILL BE MADE TO EITHER PURCHASERS OR PROSPECTIVE PURCHASERS CONCERNING RENTAL OF THE APARTMENT, INCOME FROM THE APARTMENT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE RENTAL OF THE APARTMENT, INCLUDING BUT NOT LIMITED TO, ANY REFERENCE OR REPRESENTATION TO THE EFFECT THAT DEVELOPER OR THE MANAGING AGENT OF THE PROJECT WILL PROVIDE, DIRECTLY OR INDIRECTLY, ANY SERVICES RELATING TO THE RENTAL OR SALE OF THE APARTMENT. RENTAL OF THE APARTMENTS AND THE PROVISIONS OF MANAGEMENT SERVICES IN CONNECTION THEREWITH IS AND SHALL BE THE SOLE RESPONSIBILITY OF THE PURCHASER.

It is incumbent upon the purchaser and the prospective purchaser that he read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of residential apartments are placed in trusts, as well as the retention and disbursement of said trust funds. The specimen Sales Contract specifically provides that the purchaser approves said Escrow Agreement and assumes the benefits and obligations therein provided.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible managing agent. The Developer advises that it has appointed as initial managing agent for the project: Menefee Management Corporation, Suite 602, 345 Queen Street, Honolulu, Hawaii 96813.

STATUS OF PROJECT: The Developer advises the project was completed by the current Fee Owner in 1968. The building has heretofore been operating as a hotel with commercial units and parking spaces in the basement and on the first three floors.

NOTE: The existing building is a non-conforming structure, meaning a structure which was previously lawful but which does not now comply with the present bulk, yard, setback or height regulations of the district in which it is located as a result of the new CZC regulations.

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 May 18, 1977.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 913 filed with the Commission on May 18, 1977. This report when reproduced shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.

Ah Kau Young

AH KAU YOUNG, 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. 913

June 8, 1977

EXHIBIT

The project consists of one building, with a basement, three hundred seventy-two (372) apartments and two hundred twenty-five (225) parking stalls.

A. The location of apartments by floors, is as follows:

1. One (1) room of Apartment No. H and sixty-one (61) parking stalls are located in the basement.

2. Five (5) rooms of Apartment No. H (being the Shop, Barber Shop, an office, a storage room and Reception/Registration area), the Restaurant Apartment (Room 111), Florist Apartment, Gourmet Shop Apartment, and thirty-eight (38) parking stalls are located on the first floor.

3. One (1) room of Apartment No. H (being Room 201), the upper portions of various apartments, as shown on the Condominium Map, and forty-three (43) parking stalls are located on the mezzanine floor.

4. Two (2) rooms of Apartment No. H (being the Men's Locker and Women's Locker), Apartment Nos. C-201, C-202, C-203, C-204, C-205, C-206, and C-207 and forty-one (41) parking stalls are located on the second floor.

5. Apartment No. C-301 and forty-two (42) parking stalls are located on the third floor.

6. Apartment Nos. 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, and 420 are located on the fourth floor.

7. Apartment Nos. 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, and 520 are located on the fifth floor.

8. Apartment Nos. 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, and 620 are located on the sixth floor.

9. Apartment Nos. 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, and 720 are located on the seventh floor.

10. Apartment Nos. 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, and 820 are located on the eighth floor.

11. Apartment Nos. 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, and 920 are located on the ninth floor.

12. Apartment Nos. 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, and 1020 are located on the tenth floor.

13. Apartment Nos. 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, and 1120 are located on the eleventh floor.

14. Apartment Nos. 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, and 1220 are located on the twelfth floor.

15. There is no floor numbered "13".

16. Apartment Nos. 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, and 1420 are located on the fourteenth floor.

17. Apartment Nos. 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, and 1520 are located on the fifteenth floor.

18. Apartment Nos. 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, and 1620 are located on the sixteenth floor.

19. Apartment Nos. 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, and 1720 are located on the seventeenth floor.

20. Apartment Nos. 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, and 1820 are located on the eighteenth floor.

21. Apartment Nos. 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, and 1920 are located on the nineteenth floor

22. Apartment Nos. 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, and 2020 are located on the twentieth floor.

23. Apartment Nos. 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, and 2120 are located on the twenty-first floor.

24. Apartment Nos. 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, and 2220 are located on the twenty-second floor.

B. The noncommercial apartments are built according to four (4) different floor plans, as follows:

UNIT "A": Ninety (90) apartments, being Nos. 405, 407, 409, 416, 418, 505, 507, 509, 516, 518, 605, 607, 609, 616, 618, 705, 707, 709, 716, 718, 805, 807, 809, 816, 818, 905, 907, 909, 916, 918, 1005, 1007, 1009, 1016, 1018, 1105, 1107, 1109, 1116, 1118, 1205, 1207, 1209, 1216, 1218, 1405, 1407, 1409, 1416, 1418, 1505, 1507, 1509, 1516, 1518, 1605, 1607, 1609, 1616, 1618, 1705, 1707, 1709, 1716, 1718, 1805, 1807, 1809, 1816, 1818, 1905, 1907, 1909, 1916, 1918, 2005, 2007, 2009, 2016, 2018, 2105, 2107, 2109, 2116, 2118, 2205, 2207, 2209, 2216, and 2218, are built according to this floor plan, each consisting of two (2) rooms and a lanai; each of these apartments contains a floor area of approximately 448 square feet, including the lanai of approximately 47 square feet.

UNIT "A Rev.": One hundred-eight (108) apartments being Nos. 402, 404, 411, 413, 415, 420, 502, 504, 511, 513, 515, 520, 602, 604, 611, 613, 615, 620, 702, 704, 711, 713, 715, 720, 802, 804, 811, 813, 815, 820, 902, 904, 911, 913, 915, 920, 1002, 1004, 1011, 1013, 1015, 1020, 1102, 1104, 1111, 1113, 1115, 1120, 1202, 1204, 1211, 1213, 1215, 1220, 1402, 1404, 1411, 1413, 1415, 1420, 1502, 1504, 1511, 1513, 1515, 1520, 1602, 1604, 1611, 1613, 1615, 1620, 1702, 1704, 1711, 1713, 1715, 1720, 1802, 1804, 1811, 1813, 1815, 1820, 1902, 1904, 1911, 1913, 1915, 1920, 2002, 2004, 2011, 2013, 2015, 2020, 2102, 2104, 2111, 2113, 2115, 2120, 2202, 2204, 2211, 2213, 2215, and 2220, are built according to this floor plan, which is the mirror image of the Unit "A" floor plan.

UNIT "B": Seventy-two (72) apartments, being Nos. 406, 408, 417, 419, 506, 508, 517, 519, 606, 608, 617, 619, 706, 708, 717, 719, 806, 808, 817, 819, 906, 908, 917, 919, 1006, 1008, 1017, 1019, 1106, 1108, 1117, 1119, 1206, 1208, 1217, 1219, 1406, 1408, 1417, 1419, 1506, 1508, 1517, 1519, 1606, 1608, 1617, 1619, 1706, 1708, 1717, 1719, 1806, 1808, 1817, 1819, 1906, 1908, 1917, 1919, 2006, 2008, 2017, 2019, 2106, 2108, 2117, 2119, 2206, 2208, 2217, and 2219, are built according to floor plan, each consisting of two (2) rooms; each of these contains a floor area of approximately 448 square feet.

UNIT "B Rev.": Ninety (90) apartments, being Nos. 401, 403, 410, 412, 414, 501, 503, 510, 512, 514, 601, 603, 610, 612, 614, 701, 703, 710, 712, 714, 801, 803, 810, 812, 814, 901, 903, 910, 912, 914, 1001, 1003, 1010, 1012, 1014, 1101, 1103, 1110, 1112, 1114, 1201, 1203, 1210, 1212, 1214, 1401, 1403, 1410, 1412, 1414, 1501, 1503, 1510, 1512, 1514, 1601, 1603, 1610, 1612, 1614, 1701, 1703, 1710, 1712, 1714, 1801, 1803, 1810, 1812, 1814, 1901, 1903, 1910, 1912, 1914, 2001, 2003, 2010, 2012, 2014, 2101, 2103, 2110, 2112, 2114, 2201, 2203, 2210, 2212, and 2214, are built according to floor plan, which is the mirror image of the Unit "B" floor plan.

All three hundred sixty (360) of the noncommercial apartments shall each have an appurtenant common interest of 0.2530%.

NOTE: IN ACCORDANCE WITH LOCAL PRACTICE, THE APPROXIMATE GROSS FLOOR AREA OF EACH APARTMENT AS SET FORTH ABOVE INCLUDES ALL OF THE WALLS AND PARTITIONS WITHIN ITS PERIMETER WALLS, THE ENTIRETY OF ITS PERIMETER NON-PARTY WALLS AND THE INTERIOR HALF OF ITS PERIMETER PARTY WALLS, WHETHER LOAD BEARING OR NON-LOAD BEARING.

C. Apartment No. H consists of eleven (11) rooms, including one room in the basement, the Shop, Barber Shop, an office, a storage room and the Reception/Registration area on the first floor, Room 201 on the mezzanine floor, and the Men's Locker and Women's Locker on the second floor; this apartment contains a floor area of approximately 2,164 square feet. This apartment shall have an appurtenant common interest of 1.2225%.

D. Commercial Apartments

1. Restaurant Apartment: This apartment consists of three (3) rooms, including a dining room, a kitchen and a cocktail lounge; this apartment contains a floor area of approximately 4,414 square feet. This apartment shall have an appurtenant common interest of 2.4931%.

2. Florist Apartment: This apartment consists of one (1) room and contains a floor area of approximately 234 square feet. This apartment shall have an appurtenant common interest of 0.1322%.

3. Gourmet Shop Apartment: This apartment consists of one (1) room and contains a floor area of approximately 1,388 square feet. This apartment shall have an appurtenant common interest of 0.7841%.

4. Apartment No. C-201 consists of one (1) room and contains a floor area of approximately 420 square feet. This apartment shall have an appurtenant common interest of 0.2372%.

5. Apartment No. C-202 consists of one (1) room and contains a floor area of approximately 651 square feet. This apartment shall have an appurtenant common interest of 0.3679%.

6. Apartment No. C-203 consists of ten (10) rooms and contains a floor area of approximately 2,523 square feet. This apartment shall have an appurtenant common interest of 1.4249%.

7. Apartment No. C-204 consists of four (4) rooms and contains a floor area of approximately 652 square feet. This apartment shall have an appurtenant common interest of 0.3685%.

8. Apartment No. C-205 consists of seven (7) rooms and contains a floor area of approximately 882 square feet. This apartment shall have an appurtenant common interest of 0.4981%.

9. Apartment No. C-206 consists of four (4) rooms and contains a floor area of approximately 621 square feet. This apartment shall have an appurtenant common interest of 0.3510%.

10. Apartment No. C-207 consists of one (1) room and contains a floor area of approximately 342 square feet. This apartment shall have an appurtenant common interest of 0.1931%.

11. Apartment No. C-301 consists of one (1) room and contains a floor area of approximately 1,500 square feet. This apartment shall have an appurtenant common interest of 0.8474%.