

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

NUUANU PARK PLACE
1720 Huna Street
Honolulu, Hawaii

REGISTRATION NO. 1054

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: November 27, 1978
Expires: December 27, 1979

SPECIAL ATTENTION

A comprehensive reading of this report 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 NOVEMBER 15, 1978. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES.

1. NUUANU PARK PLACE is a proposed leasehold condominium project consisting of two buildings with basements, and one hundred fourteen (114) apartments and one hundred seventy-two (172) assigned 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 recorded in the Bureau of Conveyances of the State of Hawaii, or 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 514A 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, November 27, 1978, 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 NUUANU PARK PLACE 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: NUUANU PARK PLACE

LOCATION: The approximately 84,656 square feet of land to be committed to the regime is situated at 1720 Huna Street, Honolulu, Hawaii.

TAX MAP KEY: FIRST DIVISION: 1-7-19-21 & 23;
1-7-20-16 & 50.

ZONING: A-2 (Apartment)

DEVELOPER: JO PAUL ROGNSTAD & ASSOCIATES, ARCHITECTS, INC., a Hawaii corporation, 1750 Kalakaua Avenue, Honolulu, Hawaii, 96826; Telephone 955-6677; Officers - Jo Paul Rognstad, President, Linda Kim, Secretary, Robert Austen, Treasurer.

ATTORNEY REPRESENTING DEVELOPER: Hamilton, Gibson, Nickelsen, Rush & Moore (Attention: Walter Beh, II and Dwight M. Rush), 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 leasehold condominium project consisting of one hundred fourteen (114) apartments contained in two (2) buildings, with basements, constructed principally of concrete and concrete block.

The location and description of the various apartments of the project are as set forth in the Exhibit attached to this Preliminary Public Report.

The apartments have immediate access to the grounds of the project or to a corridor leading to an elevator or a stairway 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, 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 and private yard space (if any), the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein.

COMMON ELEMENTS: One 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 buildings;
3. All yards, grounds and landscaping, including the pool and three private parks.
4. All parking areas, including without limitation the one hundred seventy-two (172) parking stalls depicted on the Condominium File Plan and Condominium Map for the project.
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; and

6. 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 shall have appurtenant thereto easements for the use of such limited common elements as follows: One or more parking spaces, as designated on said condominium map and condominium file plan by a number or letter, which number or letter is also set forth opposite to the number of each of the respective apartments set forth in the exhibit attached hereto, shall be appurtenant to and for the exclusive use of such apartment.

INTEREST TO BE CONVEYED TO PURCHASERS: Documents filed with the Real Estate Commission indicate that the purchaser will secure a Condominium Conveyance Document, consisting of an Apartment Deed conveying an Apartment and an undivided 1/114th fractional interest (an undivided .87719+ percentage interest) in the common elements of the buildings, and a Ground Sublease demising the same undivided interest in the lands 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: Although the Declaration indicates that the apartments are of several types of floor plans and areas, all of the apartments will have the same 1/114th fractional interest.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration provides that, except when the holder of the first mortgage on an apartment has entered into possession of an apartment following (i) a default under its first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, 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 purpose; the apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartments are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes 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; provided, however, that no apartment owner may lease less than the entire apartment. The three private parks, designated as Private Park #1, Private Park #2, and Private Park #3 on said condominium map and condominium file plan, shall be used for private parks and playgrounds by the apartment owners in the manner intended by Ordinance No. 4621 of the City and County of Honolulu, Hawaii.

OWNERSHIP OF TITLE: A commitment for Title Insurance dated October 16, 1978, issued by National Title Corporation as submitted to the Commission, indicates that the fee simple owners of the property to be committed to the regime are: (a) Toshio Matsushima and Hilda Hisago Matsushima, Trustees under Revocable Living Trust Agreements dated May 14, 1975, who are the current Lessors under an unrecorded lease dated April 1, 1973, a short form of which was filed as aforesaid as Document No. 634776 and recorded as aforesaid in Liber 9243, Page 432, and currently held by Amfac Development Corp., a Hawaii corporation, as lessee; and (b) Amfac Development Corp., a Hawaii corporation.

NOTE: Amfac Development Corp. has entered into an unrecorded agreement dated September 29, 1978, a copy of which has been supplied to the Commission, for the sale of said lease and its fee simple interest to the Developer; the unrecorded agreement is subject to the lease being amended to indicate said project is to be constructed for not less than \$800,000.00 and is to be completed by October 9, 1981. The Developer has in turn entered into an unrecorded agreement dated November 14, 1978, a copy of which has also been supplied to the Commission, under the terms of which Jo Paul Rognstad, husband of Betty Ann Rognstad, will take title to Amfac Development Corp.'s fee simple interest and lease the same to the Developer. Thereupon, the Developer will be the lessee under both of the above mentioned master leases. The Individual purchasers will receive a Condominium Conveyance Document consisting of an Apartment Deed (conveying an Apartment and an undivided interest in the common elements of the buildings) and a Ground Sublease demising the same undivided interest in the Lands of the project.

ENCUMBRANCES AGAINST TITLE: Said commitment for Title Insurance dated October 16, 1978, issued by National Title Corporation provides 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. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 7793. (as to Lots 1 and 2)
3. Designation of Easement for sanitary sewer purposes, as shown on Map 4, as set forth by Land Court Order No. 31378, filed February 27, 1970. (as to Lot B)
4. Grant dated January 12, 1970, filed as aforesaid as Document No. 495724, and also recorded as aforesaid in Liber 6908, Page 1, in favor of the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii,

granting forever, an easement for sewer purposes through, under and across Parcel 17 (being a portion of Lot 2 of the Chun Hoon Tract File Plan 387), Parcel 18 (being a portion of Lot 1 of said File Plan 387) and Parcel 19 (being a portion of Lot B). (as to Lots 1, 2 and B)

5. The terms and provisions of unrecorded Lease dated April 1, 1973, a short form of which was filed as aforesaid as Document No. 634776, and also recorded as aforesaid in Liber 9243, Page 432, made by and between TOSHIO MATSUSHIMA and HILDA HISAYO MATSUSHIMA, husband and wife, "Lessor", and AMFAC FINANCIAL CORP., a Hawaii corporation, "Lessee".

6. By Assignment of Lease Rental dated February 28, 1975, filed as aforesaid as Document No. 712503, and also recorded as aforesaid in Liber 10494, Page 91, said Lessor assigned to CENTRAL PACIFIC BANK, a Hawaii banking corporation, all the rents, issues and profits of every kind whatsoever now due or to become due as Lease rental under the foregoing unrecorded Lease, as security for the repayment of such obligations and indebtedness as are now due and as may hereafter become due under that certain Note dated February 27, 1975.

7. Said Lease was assigned to AMFAC DEVELOPMENT CORP., a Hawaii corporation, as Assignee, by Assignment of Lease dated September 23, 1976, filed as aforesaid as Document No. 798459, and also recorded as aforesaid in Liber 11919, Page 214.

8. Said Lease is subject to undated Financing Statement recorded as aforesaid on March 3, 1975, in Liber 10494, Page 90.

9. Mortgage dated February 27, 1975, filed as aforesaid as Document No. 712360, and also recorded as aforesaid in Liber 10486, Page 52, made by TOSHIO MATSUSHIMA and HILDA HISAYO MATSUSHIMA (also known as Hilda H. Matsushima), husband and wife, as Mortgagors, to CENTRAL PACIFIC BANK, a Hawaii corporation, as Mortgagee. Consideration: \$53,000.00.

10. Additional Charge Mortgage dated February 27, 1975, filed as aforesaid as Document No. 712361, and also recorded as aforesaid in Liber 10486, Page 59, made by TOSHIO MATSUSHIMA and HILDA HISAYO MATSUSHIMA (also known as Hilda H. Matsushima), husband and wife, as Mortgagors, to CENTRAL PACIFIC BANK, a Hawaii corporation, as Mortgagee. Consideration: \$64,217.00. This is an additional charge to the foregoing mortgage.

11. The Terms and Provisions and the Conditions and Restrictions contained in Revocable Living Trust Agreement dated May 14, 1975, filed as aforesaid as Document No. 803753, and also recorded as aforesaid in Liber 11996, Page 497, made by and between TOSHIO MATSUSHIMA, "Settlor", and TOSHIO MATSUSHIMA and HILDA HISAYO MATSUSHIMA, "Trustees", to which reference is hereby made.

12. The Terms and Provisions and the Conditions and Restrictions contained in Revocable Living Trust Agreement

dated May 14, 1975, filed as aforesaid as Document No. 803754, and also recorded as aforesaid in Liber 11996, Page 503, made by HILDA HISAYO MATSUSHIMA, "Settlor", and HILDA HISAYO MATSUSHIMA and TOSHIO MATSUSHIMA, "Trustees", to which reference is hereby made.

13. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 7793. (as to Lot 3)

14. Free flowage of water in ditch running along the south boundary of Lot 3, File Plan No. 387, as contained in Deed dated May 25, 1973, recorded as aforesaid in Liber 9175, Page 413. (as to Lot 3)

15. Grant dated April 30, 1970, recorded as aforesaid in Liber 6998, Page 136, in favor of the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, granting forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines, with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the "easement area" identified as Parcel 16 of Honolulu Sewers, Section 4, Nuuanu District, and having an area of 133 square feet, more particularly described therein. (as to Lot 3)

16. Easement of right-of-way for a sewer main granted to the City and County of Honolulu, as contained in Deed dated October 10, 1945, filed as aforesaid as Document No. 80795. (as to Lot C)

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated November 15, 1978, between National Escrow Corporation, 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 514A, Hawaii Revised Statutes, and particularly Sections 514A-39, 514A-63 through 514A-66 thereof.

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

1. "The Construction Contract for the project will contain an agreement by the Contractor that it will promptly correct any of its work found to be defective or not in conformance with its Construction Contract, for a period of one (1) year after the "Date of Substantial Completion" as defined in the standard form AIA Construction Contract. Seller hereby agrees that if the Buyer informs Seller of any construction within Buyer's Apartment which does not conform to those standards within 330 days after the "Date of Substantial Completion" as defined in said Construction Contract, that Seller will direct and will employ all reasonable efforts to have the Contractor correct any such fault(s) or defect(s)

pursuant to its agreement with Seller; provided, however, that written notice thereof shall be given to Seller within said 330 day period."

"Except for the agreement set forth above, 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" 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."

2. "Reservation Agreement. Notwithstanding any other provisions of this Agreement to the contrary, it is expressly understood and agreed that unless and until Seller: (i) obtains the issuance by the Real Estate Commission of the State of Hawaii of the Final Public Report on the project; and (ii) has received from Buyer a fully executed receipt for the Final Public Report, that this Agreement shall represent only a reservation by the Buyer and shall not be binding upon either party hereto, and until such time, this Agreement may be terminated at the option of either party by written notice of such termination to the other party. In the event of such termination, Seller shall cause Escrow to refund all payments previously made by Buyer, without interest, and neither party shall have any other or further liability hereunder. If this Agreement is entered into after the issuance of the Final Public Report, this paragraph shall be of no force or effect and this Agreement shall be fully binding upon Buyer and Seller upon acceptance of this Agreement by Seller as provided in Paragraph "24" hereof."

3. "In the event any payment to be made by Buyer hereunder is not made when due, such late payment shall bear interest at the rate of one percent (1%) per month until paid."

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 December 31, 1981, 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. "At the time of the preclosing described in Paragraph "F-18" hereof, Buyer agrees to pay into escrow all sums due from Buyer at closing, including all sums to be paid by Buyer under Paragraphs "C", "D" and "F-11" hereof, excluding only the mortgage proceeds, if applicable, which mortgage proceeds Buyer hereby authorizes Escrow to collect as of the Date of Closing."

6. "Buyer acknowledges that neither Seller nor any of its representatives has made any representation or reference as to 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 Seller or the Managing Agent of the project will provide, directly or indirectly, any services relating to the rental of the apartment. It is understood and agreed that rental or other disposition of the apartment and the provisions of management services in connection therewith is and shall be the sole responsibility of the Buyer."

7. "Final closing shall occur on the Date of Closing as defined herein. However, Buyer is hereby advised that Seller intends to preclose, regardless of the status of the construction of the apartments, by having all documents necessary for closing executed prior thereto and deposited with Escrow, and Buyer hereby agrees to execute all necessary documents for such closing, including irrevocable escrow instructions, upon request by Seller."

NOTE: PROSPECTIVE PURCHASERS SHOULD BE AWARE THAT THE SELLER'S MORTGAGE LOAN (CONSTRUCTION, 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 THE LIEN UNDER THE SALES CONTRACT IN FAVOR OF THE MORTGAGE LOANS.

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 apartments are placed in trust, 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 specimen Sales Contract provides that the Developer may appoint the initial managing agent for the project. The Developer indicates that it plans to appoint as said initial managing agent: Pacific Islands Management, Ltd., a Hawaii corporation, whose principal place of business and post office address is 1750 Kalakaua Avenue, Suite 211, Honolulu, Hawaii 96826.

STATUS OF PROJECT: The Developer advises that it estimates construction of the project will begin in January 1979.

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, 1978.

This PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1054 filed with the Commission on November 15, 1978. 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 & COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 1054
NOVEMBER 27, 1978

EXHIBIT

The project consists of two (2) buildings, being Buildings A and B.

1. Building A contains a basement and three (3) floors.

(a) Apartment Nos. 115, 116, 117 and 118 are located on the first floor (the basement).

(b) Apartment Nos. 215, 216, 217 and 218 are located on the second floor.

(c) Apartment Nos. 315, 316, 317 and 318 are located on the third floor.

(d) Apartment Nos. 415, 416, 417 and 418 are located on the fourth floor.

2. Building B contains a sub-basement (the pool level, containing a recreation room and five storage rooms), a basement and six (6) floors.

(a) Apartment Nos. 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 and 114 are located on the first floor (the basement).

(b) Apartment Nos. 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213 and 214 are located on the second floor.

(c) Apartment Nos. 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313 and 314 are located on the third floor.

(d) Apartment Nos. 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413 and 414 are located on the fourth floor.

(e) Apartment Nos. 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513 and 514 are located on the fifth floor.

(f) Apartment Nos. 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613 and 614 are located on the sixth floor.

(g) Apartment Nos. PH-1, PH-2, PH-3, PH-4, PH-5, PH-6, PH-7, PH-8, PH-9, PH-10, PH-11, PH-12, PH-13 and PH-14 are located on the penthouse floor (seventh floor).

3. Two (2) apartments, being Apartment Nos. 116 and 117, are built according to a floor plan, or its mirror image, each consisting of eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a living room, a dining room, a kitchen, three (3) lanais and a private yard. Each apartment contains a floor area of approximately 1330 square feet, including the lanais of approximately 270 square feet and the private yard of approximately 110 square feet.

4. Two (2) apartments, being Apartment Nos. 115, and 118, are built according to a floor plan, or its mirror image, each consisting of eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a living room, a dining room, a kitchen, three (3) lanais and a private yard. Each apartment contains a floor area of approximately 1370 square feet, including the lanais of approximately 310 square feet and the private yard of approximately 110 square feet.

5. Four (4) apartments, being Apartment Nos. 215, 216, 217 and 218, are built according to a floor plan, or its mirror image, each consisting of eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a living room, a dining room, a kitchen and three (3) lanais. Each apartment contains a floor area of approximately 1250 square feet, including the lanais of approximately 300 square feet.

6. Eight (8) apartments, being Apartment Nos. 315, 316, 317, 318, 415, 416, 417 and 418, are built according to a floor plan, or its mirror image, each consisting of eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a living room, a dining room, a kitchen and two (2) lanais. Each apartment contains a floor area of approximately 1080 square feet, including the lanais of approximately 130 square feet.

7. Apartment No. 101 is built according to a floor plan consisting of eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a utility room, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 1060 square feet, including the lanai of approximately 100 square feet.

8. Apartment No. 201 is built according to a floor plan consisting of eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a utility room, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 1030 square feet, including the lanai of approximately 70 square feet.

9. Two (2) apartments, being Apartment Nos. 301 and 314, are each built according to a floor plan, or its mirror image, each consisting of eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a utility room, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 1030 square feet, including the lanai of approximately 70 square feet.

10. Eight (8) apartments, being Apartment Nos. 401, 414, 501, 514, 601, 614, PH-1 and PH-14, are built according to a floor plan, or its mirror image, each consisting of eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a utility room, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 1020 square feet, including the lanai of approximately 60 square feet.

11. Apartment No. 114 is built according to a floor plan consisting of eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a utility room, a living room, a dining room, a kitchen, a lanai and a private yard, containing a floor area of approximately 1290 square feet, including the lanai of approximately 125 square feet and the private yard of approximately 180 square feet.

12. Apartment No. 214 is built according to a floor plan consisting of eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a utility room, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 1185 square feet, including the lanai of approximately 225 square feet.

13. Three (3) apartments, being Apartment Nos. 102, 103 and 104, are built according to a floor plan, or its mirror image, each consisting eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 1125 square feet, including the lanai of approximately 40 square feet.

14. Seven (7) apartments, being Apartment Nos. 105, 106, 107, 110, 111, 112 and 113, are built according to a floor plan, or its mirror image, each consisting eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a living room, a dining room, a kitchen, a lanai, and a private yard, containing a floor area of approximately 1350 square feet, including the lanai of approximately 125 square feet, and the private yard of approximately 140 square feet.

15. Two (2) apartments, being Apartment Nos. 108 and 109, are built according to a floor plan, or its mirror image, consisting of six (6) rooms, including two (2) bedrooms, a bathroom, a living room, a dining room, a kitchen, a lanai, and a private yard, containing a floor area of approximately 1220 square feet, including the lanai of approximately 125 square feet, and the private yard of approximately 140 square feet.

16. Fifty-six (56) apartments, being Apartment Nos. 202, 203, 204, 205, 206, 207, 302, 303, 304, 305, 306, 307, 310, 311, 312, 313, 402, 403, 404, 405, 406, 407, 410, 411, 412, 413, 502, 503, 504, 505, 506, 507, 510, 511, 512, 513, 602, 603, 604, 605, 606, 607, 610, 611, 612, 613, PH-2, PH-3, PH-4, PH-5, PH-6, PH-7, PH-10, PH-11, PH-12 and PH-13, are built according to a floor plan, or its mirror image, each consisting eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 1015 square feet, including the lanai of approximately 40 square feet.

17. Four (4) apartments, being Apartment Nos. 210, 211, 212 and 213, are built according to a floor plan, or its mirror image, consisting of eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 1100 square feet, including the lanai of approximately 125 square feet.

18. Apartment No. 208 is built according to a floor plan consisting of six (6) rooms, including two (2) bedrooms, a bathroom, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 920 square feet, including the lanai of approximately 40 square feet.

19. Apartment No. 209 is built according to a floor plan consisting of six (6) rooms, including two (2) bedrooms, a bathroom, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 995 square feet, including the lanai of approximately 125 square feet.

20. Five (5) apartments, being Apartment Nos. 308, 408, 508, 608 and PH-8, are built according to a floor plan consisting of six (6) rooms, including two (2) bedrooms, a bathroom, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 890 square feet, including the lanai of approximately 40 square feet.

21. Five (5) apartments, being Apartment Nos. 309, 409, 509, 609 and PH-9, are built according to a floor plan consisting of six (6) rooms, including two (2) bedrooms, a bathroom, a living room, a dining room, a kitchen and a lanai, containing a floor area of approximately 905 square feet, including the lanai of approximately 40 square feet.

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.

<u>Apt. No.</u>	<u>Parking Stall No(s).</u>	<u>Apt. No.</u>	<u>Parking Stall No(s).</u>
101	101	316	316, 316 (Tandem)
102	102	317	317, 317 (Tandem)
103	103	318	318, 318 (Tandem)
104	104	401	401 (Compact)
105	105	402	402
106	106	403	403
107	107	404	404
108	108	405	405
109	109	406	406
110	110	407	407
111	111	408	408
112	112	409	409
113	113	410	410
114	114	411	411
115	115	412	412
116	116 (Compact)	413	413
117	117 (Compact)	414	414
118	118	415	415, 415 (Tandem)
201	201	416	416, 416 (Tandem)
202	202	417	417, 417 (Tandem)
203	203	418	418, 418 (Tandem)
204	204	501	501
205	205	502	502
206	206	503	503 (Compact)
207	207	504	504
208	208	505	505
209	209	506	506
210	210	507	507
211	211	508	508
212	212	509	509
213	213	510	510
214	214	511	511
215	215	512	512
216	216	513	513
217	217	514	514
218	218	601	601
301	301	602	602
302	302	603	603
303	303	604	604
304	304	605	605
305	305	606	606
306	306	607	607, 607 (Tandem)
307	307	608	608
308	308	609	609
309	309	610	610, 610 (Tandem)
310	310	611	611, 611 (Tandem)
311	311	612	612, 612 (Tandem)
312	312	613	613
313	313	614	614
314	314	PH-1	PH-1 (Compact),
315	315 (Compact),		PH-1 (Tandem)
	315 (Tandem)	PH-2	PH-2, PH-2 (Tandem)

<u>Apt. No.</u>	<u>Parking Stall No(s).</u>
PH-3	PH-3, PH-3 (Tandem)
PH-4	PH-4, PH-4 (Tandem)
PH-5	PH-5, PH-5 (Tandem)
PH-6	PH-6, PH-6 (Tandem)
PH-7	PH-7, PH-7 (Tandem)
PH-8	PH-8
PH-9	PH-9
PH-10	PH-10, PH-10 (Tandem)
PH-11	PH-11, PH-11 (Tandem)
PH-12	PH-12, PH-12 (Tandem)
PH-13	PH-13, PH-13 (Tandem)
PH-14	PH-14, PH-14 (Tandem), A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH