

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

THE VILLAGE MALUHIA
Pensacola and Davenport Streets
Honolulu, Hawaii

REGISTRATION NO. 1146

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: July 27, 1979
Expires: August 27, 1980

SPECIAL ATTENTION

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

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JUNE 28, 1979 AND INFORMATION SUBSEQUENTLY FILED AS OF JULY 25, 1979. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. THE VILLAGE MALUHIA is a proposed leasehold condominium project consisting of two (2) residential buildings, containing one hundred sixty-one (161) apartments, and one hundred sixty (160) parking spaces, of which six (6) stalls are compact size. In addition, there is a recreation building consisting of a gymnasium with shower and restroom facilities. Seven (7) of the 161 apartments may be used for commercial purposes.

2. The Developer of the project has submitted to the Commission for examination all documents and exhibits deemed necessary for the issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached) have not been recorded.
4. Advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public dissemination.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
6. This Preliminary Public Report is made a part of the registration on THE VILLAGE MALUHIA condominium project. The Developer has the responsibility of placing a true copy of the Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and for securing a signed copy of the receipt therefor from each purchaser or prospective purchaser.
7. This Preliminary Public Report automatically expires thirteen (13) months from the date of issuance, July 27, 1979, unless a Supplementary or Final Public Report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: THE VILLAGE MALUHIA

LOCATION: The project is located at Pensacola and Davenport Streets, and contains 48,356 square feet or thereabouts. The description of the land and the reserved easements, rights, powers and privileges of the owners are more fully set forth in the proposed Declaration.

TAX KEY: 1st Division, 2-4-19-10

ZONING: A-4, Apartment District

DEVELOPER: The Notice of Intention reveals the Developer to be PENSACOLA ASSOCIATES, a Hawaii limited partnership, Suite 1625 Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii 96813, Tel. No. 524-5414. The General Partner of said partnership is Smith Development Corp. of the same address.

ATTORNEY REPRESENTING DEVELOPER: OKUMURA TAKUSHI FUNAKI & WEE, ATTORNEYS AT LAW, A LAW CORPORATION (Alfred M. K. Wong), Suite 500, Alexander Young Building, 1015 Bishop Street, Honolulu, Hawaii 96813, Tel. No. 536-1791.

DESCRIPTION OF PROJECT: There will be three (3) buildings on the said land. The existing 4-story walk-up concrete building (hereinafter referred to as the "Davenport Wing") is located on Davenport Street and contains thirty-one (31) apartments. The existing 10-story reinforced concrete building (hereinafter referred to as the "Pensacola Wing") is located parallel to Pensacola Street and contains one hundred thirty (130) apartments. There will be a recreation building adjacent to the two buildings which will consist of a gymnasium with shower and restroom facilities. There is an existing swimming pool at ground level. Said buildings are more particularly described in Exhibit "A" attached hereto and made a part hereof.

The apartments in the project are more particularly described as follows:

a. There are one hundred sixty-one (161) freehold estates in the spaces within the perimeter walls, floors and ceilings of the 161 apartments in said buildings. The 161 apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or of the interior loadbearing walls, the floors and perimeter ceilings surrounding each apartment, or any pipes, wires, ducts, conduits, or other utility or service lines running through such apartments which are utilized for or serve more than one apartment, all of which are common elements as provided in the proposed Declaration. Each apartment shall be deemed to include the walls and partitions which are not loadbearing and which are within its perimeter walls; doors and door frames; windows and window frames; the inner decorated or finished surfaces of walls, floors and ceilings, adjoining or connected thereto; and all fixtures originally installed therein. Notwithstanding the designation of the limits of the apartments, the square footage of each respective apartment is measured from the exterior face of exterior walls and the center line of party walls, and no reduction is made to account for interior loadbearing walls, ducts, vent shafts and the like, located within the perimeter walls.

b. All apartments will be numbered and located as shown on the Condominium Map.

c. Each of the 161 apartments will have immediate access to a corridor, which, in the 4-story building (Davenport Wing), leads to a stairway and in the 10-story building (Pensacola Wing), leads to two elevators and two stairways. The buildings meet on the south corner so that the Davenport Wing has access to the elevator and stairs in the Pensacola Wing except that the second floor of the Davenport Wing, which is a partial floor, has no direct access to the Pensacola Wing.

d. Each of the 161 apartments will be one of fourteen (14) types, as enumerated in said Exhibit "A".

e. The number of rooms, approximate area and total number of each type of apartment in the project are enumerated in said Exhibit "A".

COMMON ELEMENTS: The proposed Declaration states that the owners of apartments will have an undivided interest in the common elements, including specifically but not limited to:

- a. Said land in fee simple.
- b. All foundations, columns, girders, beams, supports, main walls, roofs, entrances, hallways, elevators, stairways and exits of said buildings.
- c. All driveways and parking spaces.
- d. The yards, gardens, and recreational facilities, including the swimming pool, fountains, sauna baths and gymnasium building.
- e. 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, refuse, telephone, radio and television signal distribution.

NOTE: Electric service metered separately for commercial units. Water service included in common facilities with residential and commercial apartment units.

- f. All tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use.
- g. Any and all other apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance or safety, and normally in common use.

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

- a. Each of the one hundred sixty (160) parking stalls shall be a limited common element appurtenant to and reserved for the exclusive use of Apartment 13; provided, however, that Developer hereby reserves the right to sell to owners of other apartments any or all of such parking stalls as limited common elements appurtenant to such other apartments and, by way of amendment to the Declaration as provided herein, to redesignate such parking stalls to be appurtenant to other apartments.
- b. All other common elements of the project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASER: Each of the one hundred sixty-one (161) apartments shall have appurtenant thereto an undivided percentage interest in all the common elements of the

project as shown in said Exhibit "A", such interest being defined and referred to herein as the "common interest" and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The purposes for which said buildings and other improvements and each of the apartments are intended and shall be restricted as to use are as follows:

a. The common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby and Lessor as expressed in an amendment to the Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument; excepting, however, the exclusive easements for the use of parking stalls. Any exclusive easement for the use of a parking stall may be conveyed to another apartment owner by a written instrument expressly identifying the apartment to which the parking stall is appurtenant as well as the apartment to which the parking stall will become appurtenant, which written instrument shall be denominated as an amendment of the Declaration. Such amendment need only be executed by lessees directly affected and Lessor. The Lessor's joinder in such amendment will be necessary, but such joinder will not unreasonably be withheld, although a reasonable service charge may be made therefor. To the extent that the joinder of apartment owners in addition to those directly affected may be required in order to validate the amendment of declaration for the limited purpose of transferring such easements, such joinder shall be accomplished by power of attorney from each of the owners not affected to the affected owners, the acceptance of ownership of an apartment subject to the Declaration being a grant of such power and the grant, being coupled with an interest, being irrevocable. The transfer and amendment of declaration shall be effective upon recording of the same in the Bureau of Conveyances of the State of Hawaii. A copy of said conveyance and amendment of declaration shall be given to both the Lessor and the Association by the affected owners within fifteen (15) days of the filing thereof.

b. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

c. The residential apartments shall be used for residential purposes only, and the owners of such apartments shall not use or allow the use of their apartments as a tenement or boarding house or for or in connection with the carrying on of any business or trade whatsoever.

NOTE: The House Rules limits the occupancy of the residential apartments to the following: (a) no more than two (2) persons in studio units; no more than three (3) persons in one-bedroom units; no more than

four (4) persons in two-bedroom units; and (b) restricts water beds in any apartment of the project.

The commercial 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. Apartments C-1 through C-7 are currently being used for commercial purposes. The commercial apartments shall have the right to obtain liquor licenses for their premises.

Apartment 13 may be used by the owner thereof for a resident manager's apartment including an office located therein.

The owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the proposed Declaration and By-Laws of the project.

OWNERSHIP OF TITLE: Title to the land is vested in Frederick Bolte, Trustee of the Gussie Minnette Bolte Trust. The Preliminary Title Report dated June 26, 1979 by Long and Melone, Ltd. confirms such ownership.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report reports that title to the land is subject to the following:

1. The real property taxes that may be due and owing, reference is hereby made to the Office of the Tax Assessor, First Division.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Terms, agreements, reservations, covenants, conditions and provisions contained in Lease dated April 23, 1965 between GUSSIE M. BOLTE, widow, as Lessor, and HIRANO BROTHERS, LIMITED, a Hawaii corporation, as Lessee, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 5506 at Page 322.
4. Street widening line (approximately 3.50 feet wide) along Pensacola Street, as shown on Survey Plan of Wah Joong Lum, Registered Land Surveyor, dated June 15, 1979.
5. Mortgage and Security Agreement by Pensacola Associates, a registered Hawaii limited partnership, Mortgagor, in favor of First Federal Savings and Loan Association of Hawaii, Mortgagee, dated June 18, 1979, recorded in said Bureau of Conveyances in Liber 13796 at Page 355; to secure \$7,220,000.00.
6. Estoppel Certificate and Consent by Frederick Bolte, Trustee under that certain unrecorded Trust

Agreement made by Gussie Minnette Bolte dated September 26, 1969, dated June 15, 1979, recorded in said Bureau of Conveyances in Liber 13796 at page 385.

7. Financing Statement by Pensacola Associates, Debtor, in favor of First Federal Savings and Loan Association of Hawaii, Secured Party, recorded June 26, 1979 in said Bureau of Conveyances in Liber 13796 at Page 389.

8. Subordination, Nondisturbance and Attornment Agreement by and between First Federal Savings and Loan Association of Hawaii and Pensacola Villa Beauty Salon, Inc., dated June 21, 1979, recorded in said Bureau of Conveyances in Liber 13796 at Page 396; subordinates unrecorded space sublease dated September 28, 1967, by and between Hirano Brothers, Limited, as Landlord, and James J. Yamashiro and Shirley K. Yamashiro, as Tenant, which said sublease was assigned to Pensacola Villa Beauty Salon, Inc. by instrument dated September 21, 1977.

PURCHASE MONEY HANDLING. A copy of the Specimen Sales Contract and the executed Escrow Agreement dated June 15, 1979 have been submitted as part of the registration. The Escrow Agreement identifies Long and Melone Escrow, Ltd. as the Escrow. Upon examination, the Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is incumbent upon the purchaser and prospective purchaser that he reads with care the Sales Contract and the executed Escrow Agreement. The latter agreement establishes how proceeds from the sale of apartments and all sums received from any source are placed in escrow, as well as the methods of disbursement of said funds. The former provides that purchaser's rights under the Sales Contract are subordinate to any interim or construction mortgages.

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 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 Developer to return to Purchaser the funds of such Purchaser then held hereunder by Escrow; or

(b) If a Purchaser's funds were obtained prior to the issuance of a final public report and if there is any change in the condominium building plans, subsequent to the execution of Purchaser's Sales Contract, requiring the approval of a county officer having jurisdiction over the issuance of permits for construction of buildings, unless the Purchaser has given written approval or acceptance of the specific change; or

(c) If a Purchaser's funds were obtained prior to the issuance of a final public report and the request is prior to the time the final public report is issued; or

(d) If 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

(e) If the final public report is not issued within one year from the date of issuance of the preliminary public report.

Upon refund of said funds to Purchaser as aforesaid, Escrow shall return to Developer such Purchaser's Sales Contract and any apartment lease theretofore delivered to Escrow, and thereupon Escrow shall have no further obligations hereunder with respect to said Purchaser.

The Sales Contract, among other things, provides as follows:

(1) All terms and provisions of the contract and all of the Buyer's right, title and interest hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages heretofore or hereafter made by Developer; (2) Buyer agrees that any interest payable on monies deposited with escrow shall belong to and be payable to Seller; (3) Seller expressly reserves the right to sell or lease unsold apartments free from any restrictions on such sale or lease which may under the By-Laws apply to Buyer.

Additionally, the Sales Contract further provides that Buyer acknowledges that the project was completed in 1967 and accepts said Apartment and the common elements in an "as is" condition. Buyer further acknowledges that Buyer has had an opportunity to inspect the Apartment and common elements and that the purchase price takes into consideration the fact that the buildings and fixtures and appliances are 12 years old except for all new appliances to be sold with the Apartment. Buyer acknowledges that Seller has made no warranties, express or implied, with respect to the property or any common element or anything installed therein. At Seller's option, an inspection program may be instituted for verification of correction of defects agreed upon and, if so, Buyer agrees to inspect Buyer's Apartment on a date and at a time to be specified by Seller and upon completion of such inspection, to sign an inspection sheet to be furnished by Seller which shall list all defects or damages to the property, if any. Buyer agrees to accept possession of the property despite the existence of such defects or damages to the property regardless of extent, including but not limited to any defects in appliances and fixtures, which may be listed in said inspection sheet, but which do not render the property uninhabitable. Seller will cooperate with and assist Buyer in having legitimate listed defects or damages corrected or repaired within a reasonable time thereafter. This agreement shall survive the closing. Buyer agrees to indemnify Seller for any damages or losses, including interest and attorney's fee, resulting from any refusal to make such inspection, to sign such inspection sheet or to accept possession of the property upon request by Seller and if Buyer shall make any such refusal, Buyer shall be deemed to be in default under this contract and Seller at its option shall be entitled to cancel this agreement and keep all payments made hereunder as

liquidated damages. Buyer hereby waives all rights of inspection and rights to Seller's cooperation and assistance if Buyer fails to inspect Buyer's Apartment on the date and time specified by Seller and Buyer acknowledges that such waiver shall not in any way affect Buyer's obligations under the Sales Contract and performance of Buyer's closing obligations.

MANAGEMENT AND OPERATIONS: The proposed Declaration discloses that the administration of the project shall be vested in the Association of Apartment Owners. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-Laws except that the initial Managing Agent shall be appointed by the Developer. Urban Management Corp., 1711 Dole Street, Honolulu, Hawaii, has been named as the initial Managing Agent and is designated as the agent to receive service of process until such time as the Board of Directors of the Association is elected.

STATUS OF PROJECT: The project was completed in September 1967 as evidenced by a Notice of Completion filed with the First Circuit Court of the State of Hawaii on October 3, 1967. The Developer has advised the Commission that since the completion of the building, the units have been rented for residential or commercial purposes; however, all leases for the residential apartments have been terminated.

CONVERSION OF PROPERTY. To the best of Seller's information and belief, the building presently built on the subject premises, is in compliance with all ordinances, codes, rules, regulations or other requirements in force at the time of its construction thereof, and no variance was granted from any ordinance, code, rule, regulation or other requirement in force at the time of the construction thereof or from any current ordinance, code, rule, regulation or other requirement.

The existing buildings are non-conforming structures under Ordinance 78-89 and the Comprehensive Zoning Code as to the following:

- a. Height - mauka/Diamond Head tower exceeds 60 feet height limit;
- b. Setbacks - Davenport Wing encroaches 10 feet into the required 20 feet yard and height setbacks;
- c. Open space - project provides less than 60% open space now required;
- d. Parking - 6 stalls less than required;
- e. Landscaping - inadequate to meet present requirement.

Additional work, including alterations, on this parcel is subject to Ordinance 78-89 and the Comprehensive Zoning Code, Section 21-107, which relates to nonconformities.

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 June 28, 1979 and information subsequently filed as of July 25, 1979.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1146.

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 in color.



AH KAU YOUNG, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

Registration No. 1146

Dated: July 27, 1979

EXHIBIT "A"

DESCRIPTION OF IMPROVEMENTS

1. 11-Story Building (Pensacola Wing)

1.1 Description.

The eleven-story building running parallel to Pensacola Street, sometimes referred to herein as the "Pensacola Wing", consists of eleven (11) floors with the first floor completely open and consisting of split level parking, designated the lower level and first floor parking, which is open to other parking areas on the grounds and three ramps numbered "Ramps 4, 5 and 6" on the said Condominium Map for the purpose of going from one level to another. Ramp 4 is located on the Davenport Street side of the building, Ramp 6 is located on the side furthest from Davenport Street and Ramp 5 is adjacent to Ramp 6. The lower level has 33 parking spaces numbered 21C, 22, 23C, 24 through 53, inclusive, and the upper level has 20 parking spaces numbered 91 through 110, all as shown on said Condominium Map.

The second through eleventh floors each contains one (1) two-bedroom, two-bathroom apartment, four (4) two-bedroom, one-bathroom apartments, eight (8) one-bedroom, one-bathroom apartments, a corridor leading to the two elevators and the two stairways, a meter room and a janitor's room.

1.2 Materials.

The principal materials used in construction of the building are reinforced concrete, glass, steel and wood.

1.3 Location, Area and Percentage Common Interest of Apartments.

The building is rectangular in shape with the length of the building running parallel to Pensacola Street. There are two stairs, one at each end of the building and two elevators located at the Davenport Street end of the building. The Davenport Wing joins the Pensacola Wing at the Davenport Street end of the Pensacola Building.

The Pensacola Wing contains one hundred-thirty (130) apartments. Each apartment has been given a three or four digit number designation by which its location in the building can be determined. The last two digits indicates the type of apartment and the location of the apartment on the floor and the digit or digits preceding the last two digits indicate the floor on which the apartment is located except that the eleventh floor apartments are indicated by the letters "PH". The apartments are numbered "00" through "12" starting at the Davenport Street end of the building.

From the Davenport Street end of the building, all of the one-bedroom apartments are located on the left side of the corridor and are numbered "00", "01", "04", "05", "06", "09", "10" and "12". The two-bedroom apartments are located on the right side of the corridor and are numbered "02", "03", "07", "08" and "11" starting at the Davenport Street end. The "02" apartments are all two-bedroom, two-bathroom apartments.

Each of the apartment floors from the second through eleventh floors (the eleventh floor is designated as the Penthouse floor and is identified by the letters "PH") is substantially identical and contains three (3) types of

apartments identified as Units "A", "B" and "C". Each apartment contains the number of rooms and the approximate floor area according to plans which are part of the said Condominium Map as follows:

Unit "A" Apartment. There are ten (10) Unit "A" apartments, one on each floor. Each Unit "A" apartment consists of two bedrooms, living room, kitchen and two bathrooms containing an area of approximately 828 square feet and a lanai of approximately 35 square feet for a total area of approximately 863 square feet. The Unit "A" apartments are all "02" apartments. Each Unit "A" apartment has appurtenant thereto a common interest of 0.96 per cent.

Unit "B" Apartment. There are forty (40) Unit B" apartments, four (4) on each floor. Each Unit "B" apartment consists of two bedrooms, living room, kitchen and one bathroom containing an area of approximately 630 square feet and a lanai of approximately 35 square feet for a total area of approximately 665 square feet. The Unit "B" apartments are all "03", "07", "08" and "11" apartments. Each Unit "B" apartment has appurtenant thereto a common interest of 0.75 per cent.

Unit "C" Apartment. There are eighty (80) Type "C" apartments, eight (8) on each floor. Each Unit "C" apartment consists of one bedroom, living room, kitchen and one bathroom containing an area of approximately 493 square feet and a lanai of approximately 45 square feet for a total area of approximately 538 square feet. The Unit "C" apartments are all "00", "01", "04", "05", "06", "09", "10" and "12" apartments. Each Unit "C" apartment has appurtenant thereto a common interest of 0.56 per cent.

2. 4-Story Building (Davenport Wing)

2.1 Description.

The basement floor consists of a switch room, a pedestrian entryway, a mechanical room, a trash room, a ramp for vehicular access and two (2) commercial apartments.

The first floor consists of two (2) one-bedroom apartments, two (2) studio apartments and five (5) commercial apartments.

The third and fourth floors are substantially identical and each contain five (5) studio apartments and five (5) one-bedroom apartments.

2.2 Materials.

The principal materials used in construction of the building are concrete, glass, steel and wood.

2.3 Location, Area and Percentage Common Interest of Apartments.

The Davenport Wing is rectangular in shape with the length of the building running parallel to Davenport Street. The end of the building furthest from Pensacola Street abuts and has access to the Pensacola Wing except that the second floor does not have direct access to the Pensacola Wing.

The Davenport Wing contains thirty-one (31) apartments of which seven (7) are commercial units. Each apartment has been given a two digit designation except for the commercial units which have the letter "C" followed by the numbers 1 through 7. The first digit identifies the floor on which the apartment is located. In the case of the third and fourth floor apartments, the last digit indicates the type of apartment and the location of the apartment on the floor.

Starting from the end of the building furthest from Pensacola Street, the basement floor consists of a switch room, Commercial Apartment C-2, a trash room, a pedestrian entry area, Commercial Apartment C-1, a stairway to the first floor, Ramp 3 for vehicular access from Davenport Street to the project and a mechanical room appurtenant to Commercial apartments C-3 through C-7. The above described apartments and rooms contain approximately the following areas: Switch Room - 480 square feet; Commercial Apartment C-2 - 240 square feet; Trash Room - 240 square feet; Commercial Apartment C-1 - 490 square feet; and Mechanical Room - 504 square feet. The Trash Room and Switch Room are part of the common elements. The Mechanical Room is a limited common element for the exclusive use of Commercial Apartments C-3 through C-7. Commercial Apartment C-1 has appurtenant thereto a common interest of 0.57 per cent. Commercial Apartment C-2 has appurtenant thereto a common interest of 0.28 per cent.

Starting from the end of the building farthest from Pensacola Street, the first floor consists of Apartments 10, 11, 12, 13, C-7, C-6, C-5, C-4 and C-3. Apartment 10 is a Type "R reversed" unit; Apartment 11 is a Type "W" unit; Apartment 12 is a Type "V" unit; and Apartment 13 is a Type "X" unit. Commercial apartments C-3 through C-7 each contain approximately 488 square feet. Commercial Apartments C-3 through C-7 each has appurtenant thereto a common interest of 0.55 per cent.

The second floor is a partial floor consisting of a storage room of approximately 1197 square feet. The second floor does not have direct access to the Pensacola Wing.

The third and fourth floors are substantially identical and each contains ten (10) apartments numbered "0" through "9" preceded by the floor number. The numbering commences at the end of the building farthest from Pensacola Street.

Each of the residential apartments are one of eight (8) types, "R", "R reversed", "S", "T", "U", "V", "W" and "X". Each apartment in the Davenport Wing contains the number of rooms and the approximate floor area according to plans which are a part of the said Condominium Map as follows:

Commercial Apartment C-1. Commercial Apartment C-1 consists of one room of approximately 480 square feet and has appurtenant thereto a common interest of 0.57 per cent.

Commercial Apartment C-2. Commercial Apartment C-2 consists of one room of approximately 240 square feet and has appurtenant thereto a common interest of 0.28 per cent.

Commercial Apartments C-3 through C-7. Commercial Apartments C-3 through C-7 each consists of one room of approximately 488 square feet and has appurtenant thereto a common interest of 0.55 per cent.

Type "R" Apartment. There are four (4) Type "R" apartments, two (2) on the third floor and two (2) on the fourth floor. Each Type "R" apartment consists of one bedroom, living room, kitchen and bathroom, containing an area of approximately 504 square feet. The Type "R" apartments are Apartment Numbers 36, 46, 38 and 48. Each Type "R" apartment has appurtenant thereto a common interest of 0.58 per cent.

Type "R reversed" Apartment. There are seven Type "R reversed" apartments, one (1) on the first floor, three (3) on the third floor and three (3) on the fourth floor. The Type "R

reversed" apartment is similar to the Type "R" apartment except that the floor plan is reversed or a "mirror image" of the Type "R" apartment. The Type "R reversed" apartments are Apartment Numbers 10, 30, 40, 37, 47, 39 and 49. Each Type "R reversed" apartment has appurtenant thereto a common interest of 0.58 per cent.

Type "S" Apartment. There are two (2) Type "S" apartments. Each Type "S" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 322 square feet. The Type "S" apartments are Apartment Numbers 35 and 45. Each Type "S" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "T" Apartment. There are two (2) Type "T" apartments. Each Type "T" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 308 square feet. The Type "T" apartments are Apartment Numbers 34 and 44. Each Type "T" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "U" Apartment. There are two (2) Type "U" apartments. Each Type "U" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 378 square feet. The Type "U" apartments are Apartment Numbers 33 and 43. Each Type "U" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "V" Apartment. There are three (3) Type "V" apartments. Each Type "V" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 378 square feet. The Type "V" apartments are Apartment Numbers 12, 32 and 42. Each Type "V" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "W" Apartment. There are three (3) Type "W" apartments. Each Type "W" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 378 square feet. The Type "W" apartments are Apartment Numbers 11, 31 and 41. Each Type "W" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "X" Apartment. Apartment 13 on the first floor is the only Type "X" apartment. The Type "X" apartment consists of a kitchen, living room and office located on the first floor and a bedroom and bathroom located on a loft. The apartment contains approximately 752 square feet and has appurtenant thereto a common interest of 0.42 per cent.

3. Recreational Facilities.

There is a swimming pool, sauna and gymnasium with two bathrooms on the ground floor.

4. Parking.

The lower level of the project contains ninety (90) parking spaces, numbered from 1 through 90. Parking Spaces 18C, 21c and 23C are compact spaces. Thirty-three (33) spaces are within the Pensacola Wing. There are six ramps numbered 1 through 6 on the said Condominium Map, three (3) for entry from Davenport Street and three (3) for travel between parking levels. The street level parking contains seventy (70) parking spaces numbered from 91 through 145. Parking Spaces 112C, 113C and 114C are compact spaces. Spaces 91 through 110 are located within the first floor of the Pensacola Wing.

5. Recap of Percentage Common Interest.

	<u>Per Cent Common Interest</u>	<u>x</u>	<u>No. of Apts.</u>	<u>Total Per Cent Common Interest</u>
<u>A. Pensacola Wing</u>				
(1) Unit "A" Apartments "02" and "PH-2" apartments	0.96%	x	10	= 9.60%
(2) Unit "B" Apartments "03", "07", "08", "11", "PH-3", "PH-7", "PH-8", and "PH-11" apartments	0.75%	x	40	= 30.00%
(3) Unit "C" Apartments "00", "01", "04", "05", "06", "09", "10" and "12" apartments	0.56%	x	80	= 44.80%
<u>B. Davenport Wing</u>				
(1) All Studio Apartments Type "S", "T", "U", "V" and "W" apartments Apartment Nos. 35, 45, 34, 44, 33, 43, 32, 42, 31, 41, 12 and 11	0.42%	x	12	= 5.04%
(2) All One-Bedroom Apartments Type "R", "R reversed", and "X" apartments Apartments 36, 38, 46, 48, 37, 39, 47, 49, 30, 40, 10 and 13	0.58%	x	12	= 6.96%
(3) Commercial Apartment C-1	0.57%	x	1	= 0.57%
Commercial Apartment C-2	0.28%	x	1	= 0.28%
Commercial Apartments C-3, C-4, C-5, C-6 and C-7	0.55%	x	5	= <u>2.75%</u>
				100.00%