

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

KE NANI KAI
Kaluakoi, Molokai,
Maui, Hawaii

REGISTRATION NO. 1163

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: September 11, 1979
Expires: October 11, 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 prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED AUGUST 15, 1979. 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. KE NANI KAI is a leasehold condominium project consisting of seven (7) two-story buildings, without basements, and one hundred twenty (120) apartments and one hundred fifty (150) unassigned 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 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, September 11, 1979, 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 KE NANI KAI 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 securing a signed copy of the Receipt therefor from each such person.

NAME OF PROJECT: KE NANI KAI

LOCATION: The approximately 14.971 acres of land to be committed to the regime is situated at Kaluakoi, Molokai, Maui, Hawaii.

TAX MAP KEY: SECOND DIVISION: 5-1-03-4 (Portion)

ZONING: A-1

<u>DEVELOPER:</u>	RICHARD STREET	2664 Roseberry Avenue West Vancouver, B.C. Canada V7V 3A2 Phone: (604) 922-3898
	THOMAS CARPENTER	2979A Ualena Street Honolulu, Hawaii 96819 Phone: (808) 839-1541
	PETER NOTTAGE	44-001 Nohokai Place Kaneohe, Hawaii 96744 Phone: (808) 247-2881

ATTORNEY REPRESENTING DEVELOPER: Hamilton, Gibson, Nickelsen, Rush & Moore (Attention: 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 leasehold condominium project consisting of one hundred twenty (120) apartments contained in seven (7) two-story building, without basements, constructed principally of wood and concrete.

The apartments are located within the buildings of the project and built according to several different types of floor plans, all as set forth in the Exhibit attached hereto.

The apartments have immediate access to the grounds of the project or to 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 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, 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;
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. Two (2) tennis courts and a volleyball court;

7. Swimming pool;
8. Recreation Building; and

9. 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: No part of the common elements, herein called the "limited common elements", are designated or set aside for the exclusive use of certain apartments.

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 the apartment and an undivided interest in the common elements of the buildings and a Ground Lease demising the same undivided interest in the lands of the project; the common interests are set forth in the Exhibit attached hereto, which common interests shall determine the proportionate share of all common profits and expenses of the project and shall be used for all other purposes including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that, except when a first mortgagee has entered into possession of an apartment following (i) a default under a 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 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.

OWNERSHIP OF TITLE: A preliminary title report dated July 23, 1979, issued by Long & Melone, Ltd., indicates that the fee simple owner of the property to be committed to the regime is Kalua Koi Corporation, a Hawaii corporation, Suite 901, 745 Fort Street, Honolulu, Hawaii 96813. The Developer is purchasing the property from said fee owner under an unrecorded option agreement dated January 30, 1979, as amended by instrument dated June 25, 1979, copies of which have been supplied to the Commission.

NOTE: The specimen Sales Contract filed with the Commission provides:

"Seller is currently purchasing the lands of the project from Kaluakoi Corporation, a Hawaii corporation, under an option agreement dated January 30, 1979, as amended. Under the terms of option agreement, there are certain circumstances

under which the agreement may be terminated by either party thereto. If this termination occurs, this contract shall likewise terminate, and Seller shall cause Escrow to refund to Buyer all monies previously paid, without interest, less the cost of any credit reports and all other costs including escrow charges incurred by Seller. Seller shall give written notice of such termination to Buyer and a copy thereof shall be given to Escrow. The provisions of this paragraph shall become void and of no effect upon the earlier of the closing of the purchase of said land by Seller or the issuance of the Final Public Report for the project."

NOTE: The Condominium Conveyance Document indicates that the Developer has appointed a corporate agent to act as its sole and exclusive agent for all purposes including without limitation the right to receive all payments required to be made by purchaser to Developer and the right to act on behalf of Developer in every other matter or situation. The compensation to the corporate agent for services rendered on behalf of the Developer is to be paid by the purchaser.

ENCUMBRANCES AGAINST TITLE: Said preliminary title report dated July 23, 1979, issued by Long & Melone, Ltd. 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 Second Division, Island of Maui, Hawaii.
2. Title to all mineral and metallic mines reserved to the State of Hawaii.
3. EASEMENT T, as shown on Map 9, filed with Land Court Application No. 1683, located over and across said Lot 68, as set forth by Land Court Order No. 52379, filed February 6, 1979.

NOTE: It is anticipated by the Developer that the property to be submitted to the regime will also be subject to that certain Declaration of Covenants and Restrictions dated October 1, 1976, filed as aforesaid as Document No. 784612, which will require that all apartment owners become members of the West Molokai Association and be subject to assessments of association dues.

NOTE: The Developer advises the Commission that it proposes to grant utility easements over certain portions of the lands of the project.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated August 14, 1979, 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 514A, Hawaii Revised Statutes, and particularly Sections 514A-39, 514A-63 through 514A-66, thereof.

Among other provisions, the executed Escrow Agreement states that a purchaser under contract of sale, upon written request, shall be entitled to a refund of all moneys deposited with Escrow, without interest and less Escrow's cancellation fee, if any of the following events shall have occurred:

(a) Escrow receives a written request from Seller to return to purchaser the funds of such Purchaser then held hereunder by Escrow; or

(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, or ninety (90) days have elapsed since the Purchaser has accepted in writing the apartment or he has first occupied the apartment; or

(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 year from the date of issuance of the Preliminary Public Report; provided that if the final public report is issued after the one year period and a copy of the final public report is delivered to the Purchaser either personally or by registered or certified mail with return receipt requested, notwithstanding any law to the contrary, the Purchaser shall have thirty days from the date of delivery to exercise his right of refund and cancellation of obligation, after which period such right shall be deemed waived; provided further, that such waiver shall be effective only if at the time the Purchaser receives a copy of the Final Public Report, he is notified in writing of his right of refund and cancellation of obligation and the waiver of such right upon his failure to act within the thirty day period.

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

1. Seller anticipates BUT DOES NOT WARRANT that the construction contract with the general contractor for the project will contain a clause similar to Section 13.2.2. of AIA Document A201 which provides in pertinent part that:

"If, within one year after the Date of Substantial Completion . . . , any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition."

Seller makes no warranties itself, but Seller agrees that the assignment by Seller to Buyer of any and all warranties given Seller by the General Contractor for the project, including the above described Contractor's agreement to promptly correct any of its work found to be defective or not in conformance with the Construction Contract for a period of one (1) year after the "Date of Substantial Completion" of the apartment as defined in the Construction Contract and the benefit of such agreement shall accrue to Buyer on closing without further instruments or documents. Seller hereby agrees to cooperate with Buyer during the effective period of such agreement in asserting any claims based thereon. Buyer acknowledges and agrees that Seller is not adopting the contractor's warranty or acting as co-warrantor but is merely attempting to pass through to Buyer the benefit of any such contractor's warranty, if any.

Seller shall also assign to Buyer the unexpired term, if any, of any manufacturer's or dealer's warranties covering any furnishings, fixtures and appliances in the apartment. Buyer acknowledges that the Seller is only passing through to Buyer any such manufacturer's or dealer's warranties; Seller is not undertaking to adopt any such warranties or to act as co-warrantor with respect to any furnishings, fixtures or appliances covered thereby. The terms of the manufacturer's or dealer's written warranties are available for the Buyer's examination at the Seller's sales office.

Except for the agreements set forth above, it is expressly understood and agreed by and between Seller and Buyer that SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT, CONSUMER PRODUCTS INSTALLED THEREIN, THE PROJECT OR ANYTHING INSTALLED THEREIN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF THE APARTMENT FOR A PARTICULAR PURPOSE."

2. 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 the contract shall represent only a reservation by the Buyer and shall not be binding upon either party hereto, and until such time, the contract may be terminated at the option of either party.

3. Buyer agrees that all of the rights of Buyer under this Agreement are and shall be subject and subordinate to the lien of any mortgage securing the repayment of the interim loans made to finance the acquisition of the project, the cost of construction and other costs during construction and to any and all other costs during construction and to any and all advances made thereon, and to any and all sums which may become a lien pursuant to the terms of such interim loans or any other agreement relating thereto.

4. 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.

5. Buyer 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 June 30, 1982, 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.

6. 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.

7. At the time of the preclosing described above, Buyer agrees to pay into escrow all sums due from Buyer at closing, excluding only the mortgage proceeds, if applicable.

8. 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.

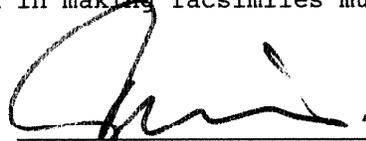
It is incumbent upon the purchaser and the prospective purchaser that he read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of residential apartments are placed in trusts, as well as the retention and disbursement of said trust funds. The specimen Sales Agreement specifically provides that the purchaser approve said Escrow Agreement and assume 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 plans to appoint as initial managing agent: Aaron M. Chaney, Inc.

STATUS OF PROJECT: The Developer advises that it estimates construction of the project will commence December 1, 1979 and will be completed October 1, 1980.

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 August 15, 1979.

THIS PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1163 filed with the Commission August 15, 1979. 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.

 (for)

AH KAW YOUNG, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING COMMISSION, COUNTY OF MAUI
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 1163

September 11, 1979

EXHIBIT

1. Each of the seven (7) buildings of the project contains two stories and has no basement.

2. Apartment Nos. A101, A102, A103, A104, A105, A106, A107, A108, A109, A110, A111 and A112 are located on the first floor of Building No. 1.

3. Apartment Nos. A201, A202, A203, A204, A205, A206, A207, A208, A209, A210, A211 and A212 are located on the second floor of Building No. 1.

4. Apartment Nos. B101, B102, B103, B104, B105, B106, B107, B108, B109 and B110 are located on the first floor of Building No. 2.

5. Apartment Nos. B201, B202, B203, B204, B205, B206, B207, B208, B209 and B210 are located on the second floor of Building No. 2.

6. Apartment Nos. C101, C102, C103, C104, C105 and C106 are located on the first floor of Building No. 3.

7. Apartment Nos. C201, C202, C203, C204, C205 and C206 are located on the second floor of Building No. 3.

8. Apartment Nos. D101, D102, D103, D104, D105, D106, D107 and D108 are located on the first floor of Building No. 4.

9. Apartment Nos. D201, D202, D203, D204, D205, D206, D207 and D208 are located on the second floor of Building No. 4.

10. Apartment Nos. E101, E102, E103, E104, E105, E106, E107 and E108 are located on the first floor of Building No. 5.

11. Apartment Nos. E201, E202, E203, E204, E205, E206, E207 and E208 are located on the second floor of Building No. 5.

12. Apartment Nos. F101, F102, F103, F104, F105 and F106 are located on the first floor of Building No. 6.

13. Apartment Nos. F201, F202, F203, F204, F205 and F206 are located on the second floor of Building No. 6.

14. Apartment Nos. G101, G102, G103, G104, G105, G106, G107, G108, G109 and G110 are located on the first floor of Building No. 7.

15. Apartment Nos. G201, G202, G203, G204, G205, G206, G207, G208, G209 and G210 are located on the second floor of Building No. 7.

16. Unit Type A1. Fifteen (15) apartments, being Apartment Nos. A202, A209, A210, B203, B207, B208, C202, D202, E203, E204, E205, E206, F202, G205 and G206, are built according to this floor plan or its mirror image, consisting of five (5) rooms, including a kitchen, a living-dining room, a bedroom, a bathroom, a storage room and a lanai. Each of these apartments has a floor area of approximately 1,027 square feet, including the lanai of approximately 236 square feet, and an appurtenant common interest of .769%.

17. Unit Type AA1. Fifteen (15) apartments, being Apartment Nos. A102, A109, A110, B103, B107, B108, C102, D102, E103, E104, E105, E106, F102, G105 and G106, are built according to this floor plan or its mirror image, consisting of five (5) rooms, including a kitchen, a living-dining room, a bedroom, a bathroom, a storage room and a lanai. Each of these apartments has a floor area of approximately 1,001 square feet, including the lanai of approximately 210 square feet, and an appurtenant common interest of .750%.

18. Unit Type A2. Five (5) apartments, being Apartment Nos. A201, B204, C201, D201 and F201, are built according to this floor plan or its mirror image, consisting of five (5) rooms, including a kitchen, a living-dining room, a bedroom, a bathroom, a storage room and a lanai. Each of these apartments has a floor area of approximately 1,130 square feet, including the lanai of approximately 339 square feet, and an appurtenant common interest of .845%.

19. Unit Type AA2. Five (5) apartments, being Apartment Nos. A101, B104, C101, D101 and F101, are built according to this floor plan or its mirror image, consisting of five (5) rooms, including a kitchen, a living-dining room, a bedroom, a bathroom, a storage room and a lanai. Each of these apartments has a floor area of approximately 1,109 square feet, including the lanai of approximately 318 square feet, and an appurtenant common interest of .831%.

20. Unit Type B1. Thirteen (13) apartments, being Apartment Nos. A205, A211, B202, B209, C203, C204, D207, E207, F203, F204, G202, G207 and G208, are built according to this floor plan or its mirror image, consisting of four (4) rooms, including a kitchen, a living-dining room, a bedroom, a bathroom and a lanai. Each of these apartments has a floor area of approximately 941 square feet, including the lanai of approximately 260 square feet, and an appurtenant common interest of .705%.

21. Unit Type BB1. Thirteen (13) apartments, being Apartment Nos. A105, A111, B102, B109, C103, C104, D107, E107, F103, F104, G102, G107 and G108, are built according to this floor plan or its mirror image, consisting of four (4) rooms, including a kitchen, a living-dining room, a bedroom, a bathroom and a lanai. Each of these apartments has a floor area of approximately 897 square feet, including the lanai of approximately 216 square feet, and an appurtenant common interest of .672%.

22. Unit Type B2. Seven (7) apartments, being Apartment Nos. A206, A212, B201, B210, D208, E208 and G201, are built according to this floor plan or its mirror image, consisting of four (4) rooms, including a kitchen, a living-dining room, a bedroom, a bathroom and a lanai. Each of these apartments has a floor area of approximately 1,067 square feet, including the lanai of approximately 386 square feet, and an appurtenant common interest of .799%.

23. Unit Type BB2. Seven (7) apartments, being Apartment Nos. A106, A112, B101, B110, D108, E108 and G101, are built according to this floor plan or its mirror image, consisting of four (4) rooms, including a kitchen, a living-dining room, a bedroom, a bathroom and a lanai. Each of these apartments has a floor area of approximately 1,032 square feet, including the lanai of approximately 351 square feet, and an appurtenant common interest of .773%.

24. Unit Type C1. Six (6) apartments, being Apartment Nos. A203, A204, D206, E202, F205 and G209, are built according to this floor plan or its mirror image, consisting of seven (7) rooms, including a kitchen, a living-dining room, two (2) bedrooms, two (2) bathrooms, a storage room and a lanai. Each of these apartments has a floor area of approximately 1,286 square feet, including the lanai of approximately 296 square feet, and an appurtenant common interest of .963%.

25. Unit Type CC1. Six (6) apartments, being Apartment Nos. A103, A104, D106, E102, F105 and G109, are built according to this floor plan or its mirror image, consisting of seven (7) rooms, including a kitchen, a living-dining room, two (2) bedrooms, two (2) bathrooms, a storage room and a lanai. Each of these apartments has a floor area of approximately 1,248 square feet, including the lanai of approximately 258 square feet, and an appurtenant common interest of .935%.

26. Unit Type C2. Four (4) apartments, being Apartment Nos. D205, E201, F206 and G210, are built according to this floor plan or its mirror image, consisting of seven (7) rooms, including a kitchen, a living-dining room, two (2) bedrooms, two (2) bathrooms, a storage room and a lanai. Each of these apartments has a floor area of approximately 1,396 square feet, including the lanai of approximately 406 square feet, and an appurtenant common interest of 1.045%.

27. Unit Type CC2. Four (4) apartments, being Apartment Nos. D105, E101, F106 and G110, are built according to this floor plan or its mirror image, consisting of seven (7) rooms, including a kitchen, a living-dining room, two (2) bedrooms, two (2) bathrooms, a storage room and a lanai. Each of these apartments has a floor area of approximately 1,380 square feet, including the lanai of approximately 390 square feet, and an appurtenant common interest of 1.034%.

28. Unit Type D1. Six (6) apartments, being Apartment Nos. A208, B206, C205, D203, G203 and G204, are built according to this floor plan or its mirror image, consisting of six (6) rooms, including a kitchen, a living-dining room, two (2) bedrooms, two (2) bathrooms and a lanai. Each of these apartments has a floor area of approximately 1,317 square feet, including the lanai of approximately 252 square feet, and an appurtenant common interest of .986%.

29. Unit Type DD1. Six (6) apartments, being Apartment Nos. A108, B106, C105, D103, G103 and G104, are built according to this floor plan or its mirror image, consisting of six (6) rooms, including a kitchen, a living-dining room, two (2) bedrooms, two (2) bathrooms and a lanai. Each of these apartments has a floor area of approximately 1,281 square feet, including the lanai of approximately 216 square feet, and an appurtenant common interest of .959%.

30. Unit Type D2. Four (4) apartments, being Apartment Nos. A207, B205, C206 and D204, are built according to this floor plan or its mirror image, consisting of six (6) rooms, including a kitchen, a living-dining room, two (2) bedrooms, two (2) bathrooms and a lanai. Each of these apartments has a floor area of approximately 1,437 square feet, including the lanai of approximately 372 square feet, and an appurtenant common interest of 1.076%.

31. Unit Type DD2. Four (4) apartments, being Apartment Nos. A107, B105, C106 and D104, are built according to this floor plan or its mirror image, consisting of six (6) rooms, including a kitchen, a living-dining room, two (2) bedrooms, two (2) bathrooms and a lanai. Each of these apartments has a floor area of approximately 1,419 square feet, including the lanai of approximately 354 square feet, and an appurtenant common interest of 1.063%.