

# 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

ONEO BAY VILLAS  
75-5835 Alii Drive  
Kailua-Kona, Hawaii

REGISTRATION NO. 1357

### 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: October 28, 1980  
Expires: November 28, 1981

#### 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 OCTOBER 7, 1980 AND INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 24, 1980. 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, AS AMENDED.

1. ONEO BAY VILLAS is a proposed leasehold condominium project consisting of nine (9) buildings, each being three-mezzanine stories (Buildings A, B, C, D, E and F shall not have basements; Buildings G, H and J shall have basements), containing one hundred two (102) apartments and one hundred twenty-eight (128) 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.

4. 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, October 28, 1980, 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 ONEO BAY VILLAS 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: ONEO BAY VILLAS

LOCATION: The approximate 4.312 acres of land to be committed to the regime is situated at 75-5835 Alii, Drive, Kailua-Kona, Hawaii.

TAX MAP KEY: THIRD DIVISION: 7-5-9-21.

ZONING: RM-1

DEVELOPER: JYZ PARTNERS, a Hawaii general partnership, 75-5707-B Alii Drive, Kailua-Kona, Hawaii 96740; telephone: (808) 329-2444; whose general partners are: Walter S. S. Zane, Young Limited Partnership, a Hawaii limited partnership, and Jefferson Limited Partnership, a Hawaii limited partnership.

ATTORNEY REPRESENTING DEVELOPER: Hamilton, Gibson, Nickelsen, Rush & Moore (Attention: Walter Beh, II), 20th Floor Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813, telephone: 521-0400.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime and plans submitted by the Developer indicate a leasehold condominium project consisting of one hundred two (102) apartments contained in nine (9) buildings, each being three-mezzanine stories. Buildings A, B, C, D, E and F shall not have basements; Buildings

G, H and J shall have basements. The buildings are built of concrete floors at ground level and wood framed floors at the second, third and mezzanine floors; Buildings G, H and J are built above basement parking. The roof framing is wood decking on exposed wood rafters. Concrete tile is the finished roof material. Party walls and interior walls are gypsum board on wood or metal studs.

The location and description of the various apartments are as set forth in the Exhibit attached hereto and made a part hereof.

Each of the apartments will have immediate access (or through a stairway) to a walkway and driveways on the grounds of the Project.

The apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or of the interior load-bearing 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 hereinafter provided. There is included within each apartment a covered lanai, as set forth in the Exhibit attached hereto and made a part hereof by reference. Each apartment shall be deemed to include the walls and partitions which are not load-bearing 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 and connected thereto; lanai; all stairways and entrances made for the exclusive use of an apartment and all fixtures originally installed therein. Notwithstanding the designation of the limits of the apartments, in accordance with local practice, the approximate gross floor area of each apartment includes all of the walls and partitions within its perimeter walls, the entirety of its perimeter nonparty walls and the interior half of its perimeter party walls, whether load-bearing or nonload-bearing.

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

1. The land in fee simple;
2. All foundations, floor supports, columns, girders, beams, supportors, unfinished perimeter walls and load-bearing walls and roofs of the residential buildings.
3. All yards, grounds and landscaping, roads, walkways, loading areas, driveways, refuse facilities and all parking areas.

4. All ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities, installations over, under and across the Project which serve more than one apartment for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution.

5. The swimming pool, jacuzzi, entrance building and cabana.

6. Any and all 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.

NOTE: The proposed Declaration contains the following provision:

"Use of Private Sewer Easement A.

The Association may, at its own expense, make a connection to the private sanitary sewer line which extends through certain parcels of lands mauka of Kuakini Highway identified as Tax Map Key 7-5-09-57 and 7-5-10-6 (hereinafter referred to as Parcels 57 and 6, respectively). In case the Association shall do so, the Association, as a common expense of the Project, shall, from and after the date of such connection, be jointly responsible with the lessee of said Parcel 57 and the lessee of said Parcel 6 (which term shall, for the purpose of this paragraph, include any condominium apartment lessees and their association of apartment owners) for the cost of repair, maintenance, restoration and operation of said sewer line; the Association's share thereof being one-fourth (1/4) of such cost for that portion of said sewer line between such first (mauka) connection within the lands of the Project and the point of connection to the public sewer line on Alii Drive. The Association shall pay its said share promptly on demand to the lessee of said Parcel 57 based on agreement between the Association and the lessees of said Parcels 57 and 6, or to such other party as may have been mutually agreed upon. Said sewer line should be adequate to service said premises, but the County of Hawaii sewage treatment facility may be inadequate to accommodate sewage from said premises. The Association shall make its own determination of the above at its own expense and, if necessary, will install and maintain a private sewage treatment and disposal facility on the land of the Project as an interim measure until connection into the County of Hawaii sewer main is permitted. Upon such connection, the Association will remove, at its expense, said

private sewage treatment and disposal facility and restore the surface of the land as nearly as is reasonably possible to its condition immediately prior thereto."

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are set aside and 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:

One (1) or more parking space(s) as designated on the proposed condominium file plan by a number, which number is also set forth opposite the number of each of the respective residential apartments in said Exhibit, 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 an Apartment Lease demising an apartment and an undivided percentage interest in the common elements of the Project, as set forth in the Exhibit attached hereto, and the same 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 proposed Declaration provides that the apartments shall be occupied and used only for residential purposes and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any business, trade or profession whatsoever. The apartments shall not be rented for transient or hotel purposes, which are defined as: (1) rental for any period less than thirty (30) days; or (2) any rental in which the occupants of the apartments are provided customary hotel services such as room service for food and beverages, maid service, laundry and linen or bellboy service. The apartments in the Project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise. Except for the foregoing, the owners of the apartments shall have the absolute right to lease such apartments.

In addition, the proposed By-Laws provide that:  
"No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets in reasonable number may be kept by the apartment owners and occupants in their respective apartments with the prior written approval by the Board but shall not be kept, bred or used therein for any commercial purpose."

House Rules have not yet been submitted to the Commission.

OWNERSHIP OF TITLE: A Preliminary Report dated July 30, 1980, issued by Title Guaranty of Hawaii, Incorporated, indicates that the fee simple owners of the property to be committed to the regime are the Trustees of the Estate of Bernice Pauahi Bishop.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Report dated July 30, 1980, issued by Title Guaranty of Hawaii Incorporated 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 Third Division, County of Hawaii.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Road Easement (12 feet wide) in favor of R. P. 5000, L. C. Aw. 10267, Ap. 1 to Malowaole and being more particularly described in the proposed Declaration.
4. Easement "A", for sanitary sewer purposes, being 5.00 feet wide, on each side of the centerline described in the proposed Declaration.
5. That certain Master Lease dated January 15, 1980, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14471, Page 196, being Lease No. 25,368, by and between The Trustees of the Estate of Bernice Pauahi Bishop, as Lessor, and Developer, as Lessee.

NOTE: The Developer advises it plans to grant utility easements over portions of the lands of the Project, and that the proposed Declaration that it later plans to record will contain the following language:

"SUBJECT ALSO, to, and excepting and reserving all rights-of-way and easements shown on the map (if any) attached hereto or heretofore or hereafter granted, leased or required by Lessor to construct, install, operate, maintain, repair and replace lines and other transmission facilities and appurtenances for electricity, gas, telephone, water,

sewer, drainage, radio and television signal distribution and other services and utilities over, across and under said easements according to the respective designations thereof, the right to enter for such purposes, and to trim any trees in the way of such lines and the right to grant or lease to any public utility, governmental authority, the Association, State of Hawaii, County of Hawaii, Board of Water Supply, or in favor of land in the general vicinity of the land being hereby submitted to the Horizontal Property Regime, or other corporation or entity such easements, rights and rights-of-way under the terms and conditions required by the grantee or lessee for such easement rights; provided, however, that such easements, rights and rights-of-way must be exercised in such manner as to not unreasonably interfere with the use of the land being hereby submitted to the Horizontal Property Regime, and in connection with the installation, maintenance or repair of any facilities pursuant to any of said easements, rights and rights-of-way, the premises shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the condition of the premises immediately prior to the exercise thereof", as set in the proposed Declaration.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated August 5, 1980, 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-40 and 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 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 (1) 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 (30) 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 (30) 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 hereby. 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 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.

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, described above, 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 the 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 December 31, 1983, 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, which mortgage proceeds Buyer hereby authorizes Escrow to collect as of the Date of Closing.

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.

9. This Agreement shall not be assignable without the prior written consent of Seller; which consent may be withheld at Seller's sole discretion.

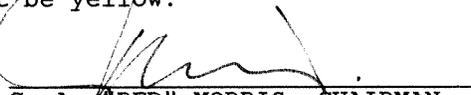
It is incumbent upon the purchaser and the prospective purchaser that he read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of apartments are placed in trust, as well as the retention and disbursement of said trust funds. The specimen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

MANAGEMENT OF THE PROJECT: The proposed By-Laws, which are attached to said 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 has not yet appointed an initial managing agent.

STATUS OF PROJECT: The Developer advises that it estimates construction of the Project will begin on January 15, 1981 and be completed by June 15, 1982.

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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 October 7, 1980, and information subsequently filed as of October 24, 1980.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1357 filed with the Commission on October 7, 1980. 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.

  
G. A. "RED" MORRIS, CHAIRMAN  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

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

REGISTRATION NO. 1357

October 28, 1980

ONEO BAY VILLAS

EXHIBIT

1. Apartment Nos. A-101, A-102, A-103, A-104 and A-105 are located on the first floor of Building "A".
2. Apartment Nos. A-201, A-202, A-203, A-204 and A-205 are located on the second floor of Building "A".
3. Apartment No. A-301 is located on the third floor of Building "A".
4. Apartment Nos. A-302, A-303, A-304 and A-305 are located on the third and mezzanine floors of Building "A".
5. Apartment Nos. B-101, B-102, B-103, B-104 and B-105 are located on the first floor of Building "B".
6. Apartment Nos. B-201, B-202, B-203, B-204 and B-205 are located on the second floor of Building "B".
7. Apartment Nos. B-301, B-302, B-303 and B-304 are located on the third and mezzanine floors of Building "B".
8. Apartment No. B-305 is located on the third floor of Building "B".
9. Apartment Nos. C-101, C-102 and C-103 are located on the first floor of Building "C".
10. Apartment Nos. C-201, C-202 and C-203 are located on the second floor of Building "C".
11. Apartment Nos. C-301 and C-303 are located on the third floor of Building "C".
12. Apartment No. C-302 is located on the third and mezzanine floors of Building "C".
13. Apartment Nos. D-101, D-102 and D-103 are located on the first floor of Building "D".
14. Apartment Nos. D-201, D-202 and D-203 are located on the second floor of Building "D".
15. Apartment Nos. D-301 and D-303 are located on the third floor of Building "D".
16. Apartment No. D-302 is located on the third and mezzanine floors of Building "D".

17. Apartment Nos. E-101 and E-102 are located on the first floor of Building "E".
18. Apartment Nos. E-201 and E-202 are located on the second floor of Building "E".
19. Apartment Nos. E-301 and E-302 are located on the third and mezzanine floors of Building "E".
20. Apartment Nos. F-101, F-102, F-103, F-104 and F-105 are located on the first floor of Building "F".
21. Apartment Nos. F-201, F-202, F-203, F-204 and F-205 are located on the second floor of Building "F".
22. Apartment Nos. F-301 and F-305 are located on the third floor of Building "F".
23. Apartment Nos. F-302, F-303 and F-304 are located on the third and mezzanine floors of Building "F".
24. Apartment Nos. G-101, G-102 and G-103 are located on the first floor of Building "G".
25. Apartment Nos. G-201, G-202 and G-203 are located on the second floor of Building "G".
26. Apartment Nos. G-301 and G-303 are located on the third floor of Building "G".
27. Apartment No. G-302 is located on the third and mezzanine floors of Building "G".
28. Apartment Nos. H-101, H-102, H-103 and H-104 are located on the first floor of Building "H".
29. Apartment Nos. H-201, H-202, H-203 and H-204 are located on the second floor of Building "H".
30. Apartment Nos. H-301 and H-304 are located on the third floor of Building "H".
31. Apartment Nos. H-302 and H-303 are located on the third and mezzanine floors of Building "H".
32. Apartment Nos. J-101, J-102, J-103 and J-104 are located on the first floor of Building "J".
33. Apartment Nos. J-201, J-202, J-203 and J-204 are located on the second floor of Building "J".
34. Apartment Nos. J-301 and J-304 are located on the third floor of Building "J".
35. Apartment Nos. J-302 and J-303 are located on the third and mezzanine floors of Building "J".

The apartments of the project are built according to several different floor plans or their mirror images (indicated by the designation "R" below). All two-bedroom apartments (indicated by the designation "2" at the beginning of the apartment type) consist of six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a living/dining room, a kitchen and a lanai. All three-bedroom apartments (indicated by the designation "3" at the beginning of the apartment type) consist of nine (9) rooms, including two (2) bedrooms, two (2) bathrooms, a living/dining room, a kitchen and a lanai located on the third floor of their respective buildings, and a bedroom, a bathroom, a study and a lanai located on the mezzanine floor of their respective buildings. The breakdown of the approximate square footages, apartment types and initial parking space assignments are as follows:

<u>Apt. No.</u>	<u>Unit Type</u>	<u>Floor Area</u>	<u>Mezzanine</u>	<u>Lanai(s)</u>	<u>Total</u>	<u>Parking Stall #</u>
A-101	2B <sub>1</sub>	1092	-	204	1296SF	1
A-102	2A <sub>1</sub> R	1092	-	203	1295SF	4
A-103	2A <sub>1</sub>	1092	-	203	1295SF	7
A-104	2A <sub>1</sub> R	1092	-	203	1295SF	10
A-105	2B <sub>1</sub> R	1092	-	204	1296SF	13
A-201	2B <sub>3</sub>	1092	-	263	1355SF	2
A-202	2A <sub>3</sub> R	1092	-	264	1356SF	5
A-203	2A <sub>3</sub>	1092	-	265	1357SF	8
A-204	2A <sub>3</sub> R	1092	-	264	1356SF	11
A-205	2B <sub>3</sub> R	1092	-	268	1397SF	14
A-301	3B <sub>1</sub>	1092	362	332	1786SF	3
A-302	3A <sub>1</sub> R	1092	362	333	1787SF	6
A-303	3A <sub>1</sub>	1092	362	334	1788SF	9
A-304	3A <sub>1</sub> R	1092	362	333	1787SF	12
A-305	2C <sub>2</sub> R	1092	-	266	1358SF	15
B-101	2B <sub>1</sub>	1092	-	204	1296SF	83
B-102	2A <sub>1</sub>	1092	-	203	1295SF	82
B-103	2A <sub>1</sub> R	1092	-	203	1295SF	16
B-104	2A <sub>1</sub>	1092	-	203	1295SF	62
B-105	2B <sub>1</sub> R	1092	-	204	1296SF	68
B-201	2B <sub>4</sub>	1092	-	268	1397SF	84
B-202	2A <sub>4</sub>	1092	-	264	1356SF	64
B-203	2A <sub>4</sub> R	1092	-	264	1356SF	17
B-204	2A <sub>4</sub>	1092	-	265	1357SF	61
B-205	2B <sub>4</sub> R	1092	-	263	1355SF	67
B-301	2C <sub>3</sub>	1092	-	266	1358SF	81
B-302	3A <sub>2</sub>	1092	362	333	1787SF	65
B-303	3A <sub>2</sub> R	1092	362	333	1787SF	18
B-304	3A <sub>2</sub>	1092	362	334	1788SF	60
B-305	3B <sub>2</sub> R	1092	362	332	1786SF	66
C-101	2B <sub>2</sub>	1092	-	275	1367SF	59
C-102	2A <sub>2</sub>	1092	-	203	1295SF	56
C-103	2B <sub>2</sub> R	1092	-	204	1296SF	19
C-201	2B <sub>4</sub>	1092	-	305	1397SF	58
C-202	2A <sub>4</sub>	1092	-	265	1357SF	22
C-203	2B <sub>4</sub> R	1092	-	305	1397SF	20
C-301	2C <sub>4</sub>	1092	-	266	1358SF	57

<u>Apt. No.</u>	<u>Unit Type</u>	<u>Floor Area</u>	<u>Mezzanine</u>	<u>Lanai(s)</u>	<u>Total</u>	<u>Parking Stall #</u>
C-302	3A <sub>2</sub>	1092	362	334	1788SF	23
C-303	2C <sub>2</sub> R	1092	-	266	1358SF	21
D-101	2B <sub>2</sub>	1092	-	275	1367SF	52
D-102	2A <sub>7</sub>	1092	-	203	1295SF	49
D-103	2B <sub>2</sub> R	1092	-	275	1367SF	55
D-201	2B <sub>4</sub>	1092	-	305	1397SF	51
D-202	2A <sub>3</sub>	1092	-	264	1356SF	48
D-203	2B <sub>4</sub> R	1092	-	305	1397SF	54
D-301	2C <sub>4</sub>	1092	-	266	1358SF	50
D-302	3A <sub>2</sub>	1092	362	333	1787SF	47
D-303	2C <sub>1</sub> R	1092	-	266	1358SF	53
E-101	2B <sub>2</sub>	1092	-	275	1367SF	43
E-102	2B <sub>2</sub> R	1092	-	275	1367SF	40
E-201	2B <sub>4</sub>	1092	-	305	1397SF	42
E-202	2B <sub>4</sub> R	1092	-	305	1397SF	39
E-301	3B <sub>2</sub>	1092	362	371	1825SF	41
E-302	3B <sub>2</sub> R	1092	362	371	1825SF	38
F-101	2B <sub>1</sub>	1092	-	204	1296SF	110
F-102	2A <sub>1</sub>	1092	-	203	1295SF	105
F-103	2A <sub>1</sub> R	1092	-	203	1295SF	113
F-104	2A <sub>1</sub>	1092	-	203	1295SF	114
F-105	2B <sub>1</sub> R	1092	-	275	1367SF	117
F-201	2B <sub>3</sub>	1092	-	263	1355SF	109
F-202	2A <sub>2</sub>	1092	-	264	1356SF	106
F-203	2A <sub>3</sub> R	1092	-	265	1357SF	112
F-204	2A <sub>2</sub>	1092	-	264	1356SF	115
F-205	2B <sub>7</sub> R	1092	-	305	1397SF	118
F-301	2C <sub>4</sub>	1092	-	263	1355SF	108
F-302	3A <sub>1</sub>	1092	362	333	1787SF	107
F-303	3A <sub>1</sub> R	1092	362	334	1788SF	111
F-304	3A <sub>2</sub>	1092	362	333	1787SF	116
F-305	2C <sub>1</sub> R	1092	-	266	1358SF	119
G-101	2B <sub>3</sub>	1092	-	263	1355SF	120
G-102	2A <sub>3</sub> R	1092	-	265	1357SF	123
G-103	2B <sub>3</sub> R	1092	-	263	1355SF	126
G-201	2B <sub>3</sub>	1092	-	263	1355SF	121
G-202	2A <sub>3</sub> R	1092	-	265	1357SF	124
G-203	2B <sub>3</sub> R	1092	-	263	1355SF	127
G-301	2C <sub>3</sub>	1092	-	263	1355SF	122
G-302	3A <sub>1</sub> R	1092	362	334	1788SF	125
G-303	2C <sub>1</sub> R	1092	-	263	1355SF	128
H-101	2B <sub>1</sub>	1092	-	263	1355SF	96
H-102	2A <sub>3</sub> R	1092	-	264	1356SF	93
H-103	2A <sub>2</sub>	1092	-	265	1357SF	90
H-104	2B <sub>3</sub> R	1092	-	263	1355SF	87
H-201	2B <sub>3</sub>	1092	-	263	1355SF	95
H-202	2A <sub>3</sub> R	1092	-	264	1356SF	92
H-203	2A <sub>3</sub>	1092	-	265	1357SF	89
H-204	2B <sub>3</sub> R	1092	-	263	1355SF	86
H-301	2C <sub>1</sub>	1092	-	263	1355SF	94
H-302	3A <sub>1</sub> R	1092	362	333	1787SF	91
H-303	3A <sub>1</sub>	1092	362	334	1788SF	88
H-304	2C <sub>1</sub> R	1092	-	263	1355SF	85
J-101	2B <sub>3</sub>	1092	-	263	1355SF	80

<u>Apt. No.</u>	<u>Unit Type</u>	<u>Floor Area</u>	<u>Mezzanine</u>	<u>Lanai(s)</u>	<u>Total</u>	<u>Parking Stall #</u>
J-102	2A <sub>2</sub> R	1092	-	264	1356SF	77
J-103	2A <sub>2</sub>	1092	-	265	1357SF	74
J-104	2B <sub>3</sub> R	1092	-	263	1355SF	71
J-201	2B <sub>3</sub>	1092	-	263	1355SF	79
J-202	2A <sub>2</sub> R	1092	-	264	1356SF	76
J-203	2A <sub>2</sub>	1092	-	265	1357SF	73
J-204	2B <sub>3</sub> R	1092	-	263	1355SF	70
J-301	2C <sub>1</sub>	1092	-	263	1355SF	78
J-302	3A <sub>1</sub> R	1092	362	333	1787SF	75
J-303	3A <sub>2</sub>	1092	362	334	1788SF	72
J-304	2C <sub>1</sub> R	1092	-	263	1355SF	69
GRAND TOTAL					146,419SF	

The common interests appurtenant to each apartment are as follows:

<u>Unit Type</u>	<u>Common Interest</u>
2A <sub>1</sub>	.92050
2A <sub>2</sub>	.92050
2A <sub>3</sub>	.92050
2B <sub>1</sub>	.92050
2B <sub>2</sub>	.92050
2B <sub>3</sub>	.92050
2B <sub>4</sub>	.92050
2C <sub>1</sub>	.92050
2C <sub>2</sub>	.92050
3A <sub>1</sub>	1.22595
3A <sub>2</sub>	1.22595
3B <sub>1</sub>	1.22595
3B <sub>2</sub>	1.22595