

# 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

SANDALWOOD AT HANAIEI  
Princeville, Kauai

REGISTRATION NO. 1401

### 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: April 29, 1981  
Expires: May 29, 1982

#### 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 or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED March 13, 1981, AND INFORMATION SUBSEQUENTLY FILED AS OF April 2, 1981. THE DEVELOPER, BY 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. SANDALWOOD AT HANAIEI is a proposed fee simple condominium project subject to development in two increments. The first increment, which is the subject of the present Report, will consist of 94 residential units in 11 buildings containing two floors each and 141 parking stalls.
2. The Developer has submitted to the Commission for examination all documents deemed necessary for the issuance of this Preliminary Public Report.
3. 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 been filed in the Bureau of Conveyances of the State of Hawaii.
4. Advertising or promotional matter has been submitted 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 Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to the Horizontal Property Regime.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, April 29, 1981, unless a Final or Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.
7. This Preliminary Public Report is made a part of the registration of SANDALWOOD AT HANAIEI. The developer is responsible for placing this Preliminary Public Report (yellow paper stock) and the Disclosure Abstract in the hands of all purchasers and prospective purchasers and for securing a signed receipt therefor.

NAME OF PROJECT: SANDALWOOD AT HANAIEI

LOCATION: The 5.678 acres of property to be committed to the regime as a fee simple condominium project is situated at Princeville, Hanalei, Kauai, Hawaii.

TAX MAP KEY: 5-4-05:23 & 2

ZONING: RPD 15

DEVELOPER: ILWAKI CORPORATION N.V., a Netherlands Antilles corporation authorized to do business in the State of Hawaii, whose address in Hawaii is c/o Diamond West Development of Hawaii, Inc., its attorney-in-fact, 733 Bishop Street, Suite 2675, Honolulu, Hawaii 96813, telephone (808) 536-2114.

The managing director of Ilwaki Corporation is:

David Hsia  
1201 Hang Lung Bank Building  
8 Hysan Avenue  
Hong Kong, B.C.C.

The principal officers of Diamond West Development of Hawaii, Inc., are:

Eugene M. Sword -- President & Director  
Hugh P. Conser -- Vice President, Secretary,  
Treasurer & Director

ATTORNEYS REPRESENTING DEVELOPER: Ikazaki, Devens, Lo, Youth & Nakano (Attention: Curtis H. Shiramizu and Richard C. Lo), 700 Bishop Street, Suite 1412, Honolulu, Hawaii 96813; telephone 521-1456.

DESCRIPTION: The proposed Declaration reflects that the project is to consist of eleven (11) two-story buildings containing a total of ninety-four (94) residential apartment units, and a Recreation Building and one hundred forty-one (141) parking stalls, of which ninety-four (94) are appurtenant to the residential apartments and the remainder are for guest parking, all to be constructed in accordance with plans and specifications prepared by Corbin/Yamafuji and Partners, Inc.

Description of Buildings: Twelve (12) buildings are to be constructed on the project land, as shown on the proposed Condominium Map and being designated thereon by the numbers "1" through "11" and the Recreation Building. Building 1 contains six (6) apartments; Buildings 2, 3, 4, 5, 9 and 11 each contain ten (10) apartments; Building 6 contains six (6) apartments; Building 7 contains eight (8) apartments; Building 8 contains twelve (12) apartments; and Building 10 contains two (2) apartments. Building 12 is the Recreation Building.

Types of Residential Apartments: There are a total of ninety-four (94) residential apartments in the project. The eight (8) types of residential apartments, designated as Types A, AR, B, BR, C, CR, D and DR are as follows:

Type A or AR : Fifty-four (54) of the apartments are designated as Type A or AR (Type AR being the opposite hand or reverse of Type A), will consist of one bedroom and one bath.

Type B or BR: Eighteen (18) of the apartments are designated as Type B or BR (Type BR being the opposite hand or reverse of Type B), will consist of two bedrooms and two baths.

Type C or CR: Eight (8) of the apartments are designated as Type C or CR (Type CR being the opposite hand or reverse of Type C), will consist of three bedrooms and two baths.

Type D or DR: Fourteen (14) of the apartments are designated as Type D or DR (Type DR being the opposite hand or reverse of Type D), will consist of two bedrooms and two and one-half baths and are two (2) story townhouse apartments.

Residential Apartment Location and Numbering: The residential apartments will be numbered and located as shown on the proposed Condominium Map.

Limits of Residential Apartments: The ninety-four (94) 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. 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; and all fixtures originally installed therein. Notwithstanding the designation of the limits of the apartments, the square footage of each respective apartment as enumerated hereinafter 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 load-bearing walls, ducts, vent shafts and the like, located within the perimeter walls.

Access to Apartments: Each apartment will have immediate to the grounds by way of a walkway or a stairway leading to the grounds of the project. A schedule including the building numbers, apartment numbers, types, floor areas, floor levels, parking designations and summary of the total apartments in the project is herein attached as Exhibit "A".

COMMON ELEMENTS: The proposed Declaration of Horizontal Property Regime designates all of the remaining portions of the project as 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 and exits of said buildings.
- (c) All driveways, all parking area including 47 guest parking spaces, yards, gardens, and recreational facilities, including the recreation center and swimming pool.
- (d) All ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities, installations which serve more than one apartment for services such as power, light, water, gas, refuse, telephone, radio and television signal distribution.
- (e) All tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use.
- (f) 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: The proposed Declaration reflects that certain parts of the common elements, herein called the limited common elements, are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements, as follows:

(a) One (1) or more automobile parking spaces shall be assigned to each of the residential apartments as designated on the Exhibit attached hereto, upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of such apartment. Any automobile parking space easement may be transferred from residential apartment to residential apartment in the Project pursuant to Section 514A-14, Hawaii Revised Statutes, as amended.

(b) Entry patios, porches, decks and steps, if any, and entry walkways which would be used only for the purposes of ingress and egress for a specific unit.

(c) All other common elements of the Project which are rationally related to less than all of said apartments shall be limited common elements appurtenant to the apartments to which they are so related.

PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS:

The percentage of undivided interest in the common elements and the proportionate share of the profit and expense of the project appertaining to each apartment shall be as follows:

Type A or AR (except Apt. 909)	0.82049	x	53 apts.	=	43.48597%
Apt. 909	0.82081	x	1 apt.	=	0.82081%
Type B or BR	1.21271	x	18 apts.	=	21.82878%
Type C or CR	1.45367	x	8 apts.	=	11.62936%
Type D or DR	1.58822	x	14 apts.	=	22.23508%
					<u>100.00000%</u>

For purposes of voting on all matters requiring action by the owners the above percentage shall govern.

PURPOSES FOR WHICH THE BUILDINGS AND EACH APARTMENT MAY BE USED: The residential 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 or any business, trade or profession whatsoever. The parking spaces may be used as a parking space for a motor vehicle or such other purposes as the Developer shall determine in its sole discretion. The foregoing notwithstanding, the owners of the respective apartments shall have the absolute right to rent or lease such apartments on a daily or longer term subject to all provisions of the Declaration.

According to the proposed House Rules, occupancy is limited to four persons per one bedroom apartment, six persons per two bedroom apartment, and eight persons per three bedroom apartment; no cooking and fires of any kind will be permitted on lanais.

OWNERSHIP OF TITLE: The Preliminary Title Report dated February 27, 1981, issued by Long and Melone, Ltd., reports that title to the land is vested in Diamond West Development of Hawaii, Inc.

By First Option Agreement dated November 28, 1980, made by and between Sandpiper Village II, a Joint Venture, as Optionor, and Ilwaki Corporation N.V., as Optionee, said Diamond West Development of Hawaii, Inc. holds legal title to the property for the sole benefit of Sandpiper Village II. Title to the Developer will be acquired, prior to issuance of the Commission's Final Public Report.

NOTE: The developer has advised the Commission by letter dated April 21, 1981 that by deeds from Diamond West Development of Hawaii, Inc. to Mark VII Enterprises, et al. dated October 2, 1980 recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15443 at Page 616 and Deed from Mark VII Enterprises et al. to Ilwaki Corporation N. V. dated March 30, 1981 recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15443 at Page 628, the developer has acquired title to the property.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report dated February 27, 1981 reports that title to the land is subject to the following encumbrances:

1. Real property taxes as may be due and owing. For further information on taxes, check with the Tax Assessor, Fourth Division.
2. Portion of Easement "D-1" (10.00 feet wide) for Drainage Purposes over and across Lot 1-A of Princeville at Hanalei, Parcel 1-B, Unit XI in favor of Princeville Community Association, said easement being more particularly described in said title report.
3. Water and Sanitation Assessment and lien by Kauai County Public Improvement Corporation and Eagle County Development Corporation, dated April 7, 1971, recorded as aforesaid in Liber 7486 at Page 292, as supplemented and amended.

4. Declaration of Restrictions, Covenants and Conditions dated March 1, 1971, recorded as aforesaid in Liber 7444 at Page 93, as amended.

5. Reservation of all easements and roads in favor of Consolidated Oil & Gas, Inc., as set forth in Deed dated June 20, 1979, recorded as aforesaid in Liber 13780 at Page 621.

6. Mortgage dated June 20, 1979 in favor of Consolidated Oil and Gas, Inc., a Colorado corporation, recorded as aforesaid in Liber 13780 at Page 630.

7. Assignment of Consolidated Oil and Gas, Inc. mortgage to Princeville Development Corporation, a Colorado corporation as aforesaid in Liber 14504 at Page 443.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated March 13, 1981, between Long & Melone Escrow, Ltd. as Escrow, and Developer, has been filed with the Commission. On examination, the executed Escrow Agreement and specimen Sales Contract filed with the Commission are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly Sections 514A-39, 514A-40, 514A-62 through 514A-66. The Escrow Agreement recites that no purchasers funds will be utilized by the Developer until it is vested with legal title to the property.

Among other provisions, the Escrow Agreement provides that a purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds to said purchaser, without interest and less Escrow's cancellation fee, if purchaser shall in writing request refund of his funds and any one of the following shall have occurred:

(a) Escrow receives a written request from Seller to return to Purchaser the funds of such Purchaser then held 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 (1) 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.

Upon refund of said funds to Purchaser as aforesaid, Escrow shall return to Seller such Purchaser's Sales Contract and any conveyance document theretofore delivered to Escrow, and thereupon neither the Purchaser nor Seller shall be deemed obligated thereunder.

The Escrow Agreement also contains the following provisions, among others: that no disbursements of Purchaser's funds shall be made from the escrow fund unless and until Seller has acquired title to the real property and Developer has complied with all the provisions of the Escrow Agreement.

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, assumes the benefits and obligations therein provided, that such contract is subordinate to the lien of any construction loan, and that Seller makes no warranties with respect to the project.

MANAGEMENT OF THE PROJECT: The proposed Declaration provides that the management of the project shall be conducted for the Association of the Apartment Owners under the direction of the Board of Directors by a responsible managing agent. The Sales Contract to be signed by the purchasers provides the Seller may appoint the initial managing agent of the project. The Developer intends to select Chaney, Brooks & Company whose principal place of business being 841 Bishop Street, Suite 400, Honolulu, Hawaii 96813 and Telephone No. (808) 521-6971 as the initial managing agent for the project.

MERGER OF ADDITIONAL INCREMENT: The proposed Declaration provides that the project may be merged with an additional increment as set forth in paragraph 17 of said Declaration, which provides in part as follows:

17. Merger of Additional Increment.

a. Notwithstanding anything herein [the Declaration] contained to the contrary, the Developer shall have the right at its option to amend the Project, by way of merger, as hereinafter provided, at any time up to, but not later than December 31, 1985, by the construction and addition to the Project of up to one hundred thirty-one (131) additional residential apartments and a conference center and restaurant, together with such supporting and servicing common elements which the Developer may determine, in its sole discretion, to be beneficial to the Project, on up to an additional approximate 10.117 acres of adjoining land, which land is described in Exhibit "D" attached hereto and for every purpose made a part hereof [of the Declaration].

b. The Project described herein is the first increment of a proposed two (2) increment project as described in this paragraph 17, which may be developed at the option of the Developer. The purpose of the merger provisions of this paragraph 17 is to provide for a merger of both increments just as if the increments involved had been developed as one single project.

c. Merger shall take effect with respect to the additional increment upon the happening of all of the following conditions with respect thereto:

(1) Recordation in the Bureau of Conveyances of the State of Hawaii by the Developer of a Declaration of Horizontal Property Regime and By-Laws covering the additional increment in a form substantially identical hereto (except for the descriptions of apartments and the common elements and the percentage of common interest therein) and a Condominium Map depicting the plot and floor plans of the additional increment, both complying with the requirements of Chapter 514A, Hawaii Revised Statutes as may be amended; and

(2) Recordation in the Bureau of Conveyances of the State of Hawaii by the Developer of a "Certificate of Merger", which certificate shall contain:

(i) A certification by a Hawaii registered architect or professional engineer depicting fully the layout, location, apartment numbers and dimensions of the apartments as built;

(ii) A certification by Developer that the increment has been substantially completed, that a notice of completion has been filed and that the period for filing of mechanics' and materialmen's liens has expired;

(iii) The common interest of each apartment of the project after completion of the subject merger; and

(iv) A revised plot plan showing the location of the buildings of the project after completion of the subject merger.

d. The percentage of common interest of each apartment upon merger with the additional increment shall be decreased and a common interest appurtenant to each additional apartment shall be allocated so that after said decrease and allocation the common interest appurtenant to each apartment

shall bear the same ratio to the total of common interest appurtenant to all apartments combined as the gross area of each said apartment bears to the total gross area of all apartments combined.

e. From and after the date of the recordation of the said Certificate of Merger with respect to a particular additional increment, the following consequences shall ensue:

(1) Use of Common Elements. The apartments in the merged increment shall have the right to use the common elements in each increment to the same extent and subject to the same limitations as are imposed upon an apartment in each increment just as though the merged increments had been developed as one increment.

(2) Board of Directors. The Board of the Project immediately prior to the merger of a particular additional increment shall govern the merged Project after completion of the merger; at a special meeting called for that purpose after the merger, the apartment owners may remove the said existing Board and elect a Board to govern the merged Project until the next annual meeting. Procedures for calling and holding such meetings shall be those as set forth in the By-Laws.

(3) Interpretation. For purposes hereof, the merged increment shall be treated as part of a single project developed as a whole from the beginning, and there shall be only one Association of Apartment Owners and one Board, and the Declaration of Horizontal Property Regime and By-Laws applicable to the merged increment shall be construed as one document applicable to the entire Project constituting the merged increments except to the extent expressly otherwise provided for therein. It is the purpose hereof to provide that from and after the date of each merger all of the property so merged shall be treated as though it had been developed, divided into apartments, held, occupied and used by the owners thereof as a single undivided project.

f. Such additional apartments and common elements of the additional increment shall be located on said additional land, or part thereof, of their respective increment as determined by the Developer in its discretion, with reference, however, to the advice of a registered architect or professional engineer. The Developer shall for all purposes be deemed the "apartment owner" as to such additional apartments.

g. In connection with, and only to the extent necessary for the creation of such additional apartments and common elements, as aforesaid, the Developer shall have the right up to December 31, 1985, or upon merger of the additional increment, whichever shall first occur, to remove, amend or add common elements; to remove, amend or add parking spaces; to enter upon the project premises with employees, agents and contractors for all purposes reasonably necessary for or useful to constructing and completing said additional apartments and common elements according to plans and specifications or amended plans and specifications approved by the officer of the County of Kauai having jurisdiction over the issuance of building permits; to connect the said additional apartments and common elements to utilities of the Project, to file amendments to the Declaration for purposes of certifying condominium file plans filed as reflecting the improvements shown therein to be "as built"; and to sell or designate owners of the said additional apartments. Such rights shall include the following:

(1) An easement over, under and across the common elements of the Project for the purposes of all work connected with or incidental to the development, construction and sale of apartments in any undeveloped portions of the additional increment;

(2) The right appurtenant to the undeveloped increment, in the nature of an easement over and upon the Project and the developed increment to create and cause dust, noise, vibration and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of apartments in said undeveloped increment;

(3) The right to enter the Recreation Building, swimming pool, other common areas of the Project for the purpose of showing prospective purchasers of apartments in the Project or in undeveloped increment the facilities of the Project;

(4) The right to place signs upon the Project and on the undeveloped increment in conjunction with sales of apartments;

(5) The right of the Developer to use any apartment owned or rented by Developer for sales or display purposes until all apartments in all increments are sold.

h. In the event of merger as aforesaid, each owner of a then added apartment shall be required to advance to the Association, as constituted after merger, upon filing of the Certificate of Merger, an amount equal to the average existing apartment's share of funds on deposit immediately prior to such merger with the Association hereby created for operation of the merged Project, including the Maintenance Reserve Fund, but excluding funds which will be expended during the next 30 days.

i. The Developer shall have the right to execute, acknowledge and deliver any and all instruments necessary or appropriate for the purpose of carrying out the provisions and exercising the rights, powers and privileges granted by this paragraph 17, all as the true and lawful attorney-in-fact of the respective owners from time to time of the apartments of the Project as herein originally constituted or as merged as aforesaid.

j. No apartment owner in the Project shall enter into or offer to enter into any arrangement with any other apartment owner in the Project whereby any rental pool of apartments or any other sharing of rental income of apartments is established. This restriction shall terminate on the earlier of:

(1) December 31, 1985, or

(2) The date on which all apartments in both increments have been developed and sold by Developer. Developer may at any time waive this restriction by written notice to all apartment owners in the Project.

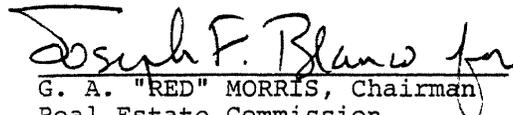
k. After completion of the merger as provided in the paragraph 17, Developer shall have the irrevocable right to amend the Declaration for each increment in its entirety so that there shall be one amended Declaration for all increments for the sole purpose of showing the merged Project with a consolidated description of the land, buildings, apartments, common elements, limited common elements and common interests, without otherwise changing the form or content of such Declarations and By-Laws, and the apartment owners hereby give Developer their irrevocable power of attorney coupled with an interest to amend the Declaration for this purpose. Upon the filing of such amended Declaration in said Bureau of Conveyances, the Developer shall provide a copy of such amended Declaration to the Managing Agent for the Project. If more than one person owns an apartment, mailing of the amended Declaration to one of the owners shall be sufficient. After the last increment is merged in the Project, the amended Declaration shall omit this paragraph 17.

STATUS OF PROJECT: The construction of the buildings will commence on or about June 1, 1981 and is scheduled for completion on or about August 1, 1982.

-----  
The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Seller in the required Notice of Intention submitted March 13, 1981 and information subsequently filed as of April 21, 1981.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1401 filed with the Commission on March 13, 1981.

The 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 Kauai  
Federal Housing Administration  
Escrow Agent

Registration No. 1401

April 29, 1981

<u>Building Number</u>	<u>Apartment No.</u>	<u>Type</u>	<u>Floor No.</u>	<u>Parking Stall No.</u>
1	101	DR	1st & 2nd	1
1	102	D	1st & 2nd	2
1	103	A	1st	3
1	104	A	2nd	4
1	105	AR	1st	5
1	106	AR	2nd	6
2	201	A	1st	7
2	202	A	2nd	8
2	203	B	1st	9
2	204	B	2nd	10
2	205	A	1st	11
2	206	A	2nd	12
2	207	AR	1st	13
2	208	AR	2nd	14
2	209	DR	1st & 2nd	15
2	210	D	1st & 2nd	16
3	301	A	1st	20
3	302	A	2nd	19
3	303	B	1st	22
3	304	B	2nd	21
3	305	CR	1st	18
3	306	CR	2nd	17
3	307	BR	1st	24
3	308	BR	2nd	23
3	309	AR	1st	26
3	310	AR	2nd	25
4	401	A	1st	32
4	402	A	2nd	31
4	403	B	1st	34
4	404	B	2nd	33
4	405	A	1st	35
4	406	A	2nd	30
4	407	AR	1st	36
4	408	AR	2nd	29
4	409	DR	1st & 2nd	37
4	410	D	1st & 2nd	38
5	501	C	1st	39
5	502	C	2nd	40
5	503	A	1st	41
5	504	A	2nd	28
5	505	AR	1st	27
5	506	AR	2nd	68
5	507	BR	1st	69
5	508	BR	2nd	70
5	509	AR	1st	71
5	510	AR	2nd	72

EXHIBIT "A"

<u>Building Number</u>	<u>Apartment No.</u>	<u>Type</u>	<u>Floor No.</u>	<u>Parking Stall No.</u>
6	601	DR	1st & 2nd	43
6	602	D	1st & 2nd	42
6	603	A	1st	51
6	604	A	2nd	52
6	605	AR	1st	49
6	606	AR	2nd	50
7	701	A	1st	66
7	702	A	2nd	67
7	703	B	1st	48
7	704	B	2nd	53
7	705	C	1st	47
7	706	C	2nd	46
7	707	BR	1st	45
7	708	BR	2nd	44
8	801	A	1st	55
8	802	A	2nd	54
8	803	C	1st	57
8	804	C	2nd	56
8	805	A	1st	59
8	806	A	2nd	58
8	807	AR	1st	61
8	808	AR	2nd	60
8	809	BR	1st	64
8	810	BR	2nd	65
8	811	AR	1st	62
8	812	AR	2nd	63
9	901	AR	1st	82
9	902	AR	2nd	81
9	903	A	1st	80
9	904	A	2nd	79
9	905	D	1st & 2nd	78
9	906	DR	1st & 2nd	77
9	907	AR	1st	76
9	908	AR	2nd	75
9	909	A	1st	74
9	910	A	2nd	73
10	1001	DR	1st & 2nd	84
10	1002	D	1st & 2nd	83
11	1101	AR	1st	91
11	1102	AR	2nd	90
11	1103	BR	1st	89
11	1104	BR	2nd	88
11	1105	AR	1st	87
11	1106	AR	2nd	92
11	1107	A	1st	94
11	1108	A	2nd	93
11	1109	D	1st & 2nd	86
11	1110	DR	1st & 2nd	85

Approximate Area (including lanai):

Type A or AR	933 square feet
Type B or BR	1,379 square feet
Type C or CR	1,653 square feet
Type D or DR	1,806 square feet

Number of Residential Apartments:

Type A or AR	54 apartments
Type B or BR	18 apartments
Type C or CR	8 apartments
Type D or DR	14 apartments