

**REAL ESTATE COMMISSION**

PROFESSIONAL & VOCATIONAL LICENSING DIVISION

DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

STATE OF HAWAII

1010 RICHARDS STREET

P. O. BOX 3469

HONOLULU, HAWAII 96801

**PRELIMINARY  
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)  
PUBLIC REPORT**

ON

THE HILO LAGOON CENTRE

101 Aupuni Street

Hilo, County of Hawaii, State of Hawaii

REGISTRATION NO. 1535 (CONVERSION)

**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 18, 1983

Expires: May 18, 1984

SPECIAL ATTENTION

A comprehensive reading of this report by prospective purchasers 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 ON FEBRUARY 28, 1983, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF APRIL 8, 1983. 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. THE HILO LAGOON CENTRE is an existing 9½ story hotel building being converted into a proposed mixed use fee simple condominium project of 138 residential and 117 commercial apartment units, two levels of parking containing 347 stalls of which 282 are regular size, 80 compact stalls and 35 compact tandem stalls.

2. The Developer of the condominium project has submitted to the Real Estate Commission for examination all documents deemed necessary for the registration of a condominium project and issuance of this Preliminary Public Report. The Developer shall be responsible for placing this Preliminary Public Report (yellow paper stock) and the Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed copy of the receipt therefor.

3. No advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Real Estate Commission.

4. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of the Condominium Map) have not yet been recorded in the Bureau of Conveyances of the State of Hawaii.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes, as amended, and the Rules and Regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.

6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, April 18, 1983, unless a Supplemental or Final Public Report is issued or the Real Estate Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: The Hilo Lagoon Centre

LOCATION: 101 Aupuni Street, Hilo, County of Hawaii, State of Hawaii

The condominium project is located on approximately 190,029 square feet of land.

A proposed subdivision for the demised project area is awaiting final approval from the County of Hawaii.

TAX MAP KEY: 2-2-014-010 (portion)

ZONING: commercial: CG 7.5

DEVELOPER: HILO-PACIFIC ASSOCIATES is a Hawaii limited partnership with its principal place of business at 101 Aupuni Street, Hilo, Hawaii 96720 and its post office address at 1150 South King Street, Suite 1201, Honolulu, Hawaii 96814. Telephone No. (808) 536-2744.

The general partner is Pacific Holiday, Inc., 1150 South King Street, Suite 1201, Honolulu, Hawaii. The officers of said corporation are:

Edward Hayashi, President  
1150 South King Street, Suite 1201  
Honolulu, Hawaii 96814

S. Michael Matsumura, Secretary/Treasurer  
1150 South King Street, Suite 1201  
Honolulu, Hawaii 96814

ATTORNEY REPRESENTING DEVELOPER: Clifford I. Arinaga, Attorney At Law, A Law Corporation, 810 Richards Street, Suite 602, Honolulu, Hawaii 96813. Telephone No. (808) 531-4171.

DESCRIPTION OF THE PROJECT: The proposed site is 190,029 square feet, more or less. It is irregular in shape. Vehicular access to the site is by way of Aupuni Street. The site has limited frontage on Aupuni Street. The rear of the site is adjacent to the State-owned public park area which includes the Waiakea Fish Pond and the Mohouli Fish Pond. The State owns all the land contiguous to the rear or easterly lot line, and a significant area of land at varying depths lies between the shore of the "lagoon" and the rear lot line. The northerly end of the site is contiguous to land on which presently is situated the State of Hawaii office building.

The improvement on the site consists of a 9½ story curved tower building, a double deck parking garage, ground level paved vehicular parking area, a swimming pool on ground level, and a man-made pond surrounding portions of the building. The tower building is of reinforced, poured-in-place concrete construction with built-up roof over concrete. The foundations are pre-stressed concrete piles with concrete tie beams to pile caps. Floors are reinforced concrete, post tensioned slabs. There is an elevated ramp to the main lobby on the second floor and the area underneath the ramp is used for parking. There are three passenger elevators and a freight elevator.

All of the apartments in the tower building have access, either by exterior or interior corridors or hallways leading to the stairways, elevators or a vehicular ramp, and to the ground level and the public streets.

The non-structural partitions are of metal studs with sheet rock and vinyl type finish. Structural partitions (most of the Unit dividing partitions except for certain Commercial Apartment Units) are of poured-in-place reinforced concrete. Ceilings are sprayed acoustic in the Units, except for certain Commercial Apartment Units which have suspended ceilings, and suspended ceilings in the public areas. All interior areas of the Residential Apartment Units are carpeted except for the kitchens, bathrooms, utility areas and parking areas.

All Residential Apartment Units as well as certain Commercial Apartment Units have a bathroom containing a water closet, tub and shower.

There are a total of 138 Residential Apartment Units and a total of one hundred seventeen (117) Commercial Apartment Units. Certain Commercial Apartment Units can be combined for larger floor areas. These are discussed more fully under DIVISION OF PROJECT immediately below.

DIVISION OF PROJECT. The Project consists of one (1) building of reinforced concrete. The Project is hereby divided into two hundred fifty-five (255) freehold estates in said building as set forth in the Condominium Map, generally described as follows:

A. Commercial Apartment Units: There are four (4) floors of commercial apartment units, hereinafter sometimes called "Commercial Units". These Commercial Units are limited in use to general office

use, including medical and dental offices. There are one hundred seventeen (117) of these Commercial Units.

1. First Floor. The first floor has thirty-two (32) Commercial Units, and these Commercial Units are identified and described as follows:

a.) North Wing: Units 101 to 119 inclusive are former hotel rooms converted to commercial use. Unit 120 is a storage area convertible to office or storage use.

Of these twenty (20) Units, ten (10) Units have bathrooms and ten (10) Units do not, and their identification follows:

<u>With bathrooms</u>	<u>Without Bathrooms</u>
101	102
104	103
106	105
108	107
110	109
111	112
113	114
115	116
117	119
118	120

Commercial Units 101 and 102 have a doorway in the wall between the two Units which permits internal access between Units 101 and 102 and these two Units are to be conveyed together. The demising wall between Units 102 and 103 can be opened for a doorway, and if so opened has to be conveyed together with Units 101 and 102. The location and size of the opening of said demising wall is subject to the prior written approval of the Developer or of the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre, whichever is appropriate. The cost of the rough opening of said wall shall be borne by the Developer, if such opening is requested in writing within ten (10) days after the sales contract is fully executed by the first purchasers of Unit 103, but the finishing of said opening to design and architectural standards set forth by the Developer or the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre shall be borne by the Unit Owners. Other than the above-mentioned Units, no other Unit in this wing on this first floor can have any demising wall opened in any fashion whatsoever.

b.) Units 123, 124, 125, 126, 128, 129, 132, 133, 139 and 140 have drop ceilings of accoustical tile, air conditioning ducts and electrical power source to the demising walls. Additional duct work and extensions of electrical wiring and all finishing to the floors, walls and ceilings are to be borne by the respective Unit Owner.

Included in Unit 129 are Rooms 130 and 131; however, Unit 129 (in Room 130) is subject to an easement to an electrical switch room for access, repair and maintenance of the electrical switches and the contents contained therein.

Unit 126 and 139 have easements granted to the Association of Apartment Owners of The Hilo Lagoon Centre for access, repair and maintenance of the air handler (Room 135) and fan coil (Room 138).

Unit 132 shall have included within its described ownership both Rooms 136 and 137 identified as storage rooms on said Condominium Map.

The above-described units can be combined so as to eliminate the common demising walls between units so long as such elimination does not violate any of the building codes, zoning ordinances and other regulatory requirements of the County of Hawaii and/or the State of Hawaii. In the event there is one owner for Units 123, 124, 125, 126, 128, 129 and 132 and all of the demising walls (common as well as corridor walls except outside perimeter walls) are eliminated and not installed and constructed, then and in that event Room 127, identified as a corridor and cross-hatched on said Condominium Map, shall become the property of said owner, but said combination shall still be subjected to the same easement that Units 126 and 132 granted to the Association of Apartment Owners of The Hilo Lagoon Centre and provided further that such conveyance to said owner and utilization does not violate any building codes, zoning ordinances or other regulatory requirements of the County of Hawaii and/or the State of Hawaii. In the event there is any such violation, Room 127 shall be restored to a corridor as shown on said Condominium Map.

c.) Rooms 145, 146, 147, 152, 153, 154, 155, 156, 157, and 158 are to be conveyed as one Unit and kept under one ownership. These rooms shall be called the "Restaurant Unit". The primary use of all these rooms shall be for restaurant (dining and cocktail lounge) purposes and such subsidiary uses as would enhance such restaurant purposes and provided further that such subsidiary uses do not violate any building codes, zoning ordinances or other regulatory requirements of the County of Hawaii and/or the State of Hawaii and provided further that the Restaurant Unit shall not, by such subsidiary uses, cause an increase in the insurance premiums for the Association of Apartment Owners of The Hilo Lagoon Centre.

d.) Rooms 159, 165, and 166 are to be conveyed as one Unit and kept under one ownership. These rooms are partially non-contiguous, being separated by a corridor which is a common element. These rooms shall be called the "Utility Unit". The Utility Unit shall be limited in use to general office use, including medical and dental offices, warehousing and storage of non-flammable goods. The Utility Unit shall be subject to easements for access, use, repair and maintenance of the elevator adjoining the loading area shown on the Condominium Map. The Utility Unit shall have the right to use the loading dock and loading area on the ground level adjacent thereto in common with all other Unit Owners and the responsibility for the repair and maintenance, and the costs of same, of the loading dock and the loading area shall be a common expense.

Appurtenant to both the Restaurant Unit and the Utility Unit as limited common elements for their joint use and benefit are Rooms 163 and 164. Responsibility for their repair, maintenance and upkeep shall be jointly shared between the Restaurant Unit and the Utility Unit.

All of the Commercial Units situated in the north wing of the first floor, except for Unit 120, have a semi-circular outside lanai.

2. Second Floor. The second floor has two wings of Commercial Units and a central core of Commercial Units. The two wings, for purposes of description herein, are denominated the "north wing" and the "south wing".

North Wing:

The north wing has twenty (20) Commercial Units separated lengthwise by a corridor with ten (10) Units on each side of the corridor. The north wing Units facing the lagoon are numbered as Units 201 to 210 inclusive. The north wing Units facing Aupuni Street are numbered as Units 211 to 220 inclusive.

Commercial Units 201 and 202 have a doorway in the wall between the two Units which permits internal access between Units 201 and 202, and these two Units are to be conveyed together. The common demising walls between Units 202 through Units 220 (indicated by column lines 3 through 10 inclusive on the Condominium Map) and the demising wall between Unit 211 and 212 (indicated by column line 2 on the Condominium Map) can be opened for a doorway, and, if so opened, any adjoining Units having such a doorway between or among said Units are to be conveyed together. The location and size of the opening of said demising wall is subject to the prior written approval of the Developer or of the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre, whichever is appropriate. The cost of the rough opening of said wall shall be borne by the Developer, if such opening is requested in writing within ten (10) days after the sales contract is fully executed by the first purchaser or purchasers of such Units, but the finishing of said opening to design and architectural standards set forth by the Developer or the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre shall be borne by the Unit Owners.

South Wing:

The south wing has eighteen (18) Commercial Units separated lengthwise by a corridor with nine (9) Units facing the lagoon and nine (9) Units facing Aupuni Street. The south wing Commercial Units facing the lagoon are numbered as Unit 230a and Units 235 through 242, inclusive. The south wing Commercial Units facing Aupuni Street are numbered as Units 243 through 251, inclusive.

The common demising walls on the south wing of Units 236, 237, 238 and 239 (indicated by column lines 20, 21 and 22 on the Condominium Map) and the common demising walls of Units 247, 248 and of Units 250 and 251 (indicated by column lines 22, 23 and 25 on the Condominium Map) can be opened for a doorway, and, if so opened, any adjoining Units having such a doorway between or among said Units are to be conveyed together. The location and size of the opening of said demising wall is subject to the prior written approval of the Developer or of the architectural committee and the architect representing the Board of Directors of the

Association of Apartment Owners of The Hilo Lagoon Centre, whichever is appropriate. The cost of the rough opening of said wall shall be borne by the Developer, if such opening is requested in writing within ten (10) days after the sales contract is fully executed by the first purchaser or purchasers of such Units, but the finishing of said opening to design and architectural standards set forth by the Developer or the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre shall be borne by the Unit Owners. Other than the Units mentioned above, none of the other south wing Units facing the lagoon can have any demising wall opened in any fashion whatsoever.

The common demising walls of the south wing of Units 247, 248 and 249 and of Units 250 and 251 (indicated by column lines 22, 23 and 25 on the Condominium Map) can be opened for a doorway and, if so opened, any adjoining Units having such a doorway between or among said Units are to be conveyed together. The location and size of the opening of said demising wall is subject to the prior written approval of the Developer or of the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre, whichever is appropriate. The cost of the rough opening of said wall shall be borne by the Developer, if such opening is requested in writing within ten (10) days after the sales contract is fully executed by the first purchaser or purchasers of such Units, but the finishing of said opening to design and architectural standards set forth by the Developer or the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre shall be borne by the Unit Owners. Other than the Units mentioned above, none of the other south wing Units facing Aupuni Street can have any demising wall opened in any fashion whatsoever.

Except for Unit 230a, all of the other Units on the north and south wings of the second floor have a semi-circular outside lanai and are former hotel rooms converted to commercial use.

#### Central Core:

There are six (6) Commercial Units in the central core area of the second floor. These are Units 227, 228, 229, 230, 227-a and 227-b. Units 228, 229 and 230 may be combined under one ownership and if the demising walls (common as well as corridor walls except the outside perimeter walls) are eliminated and not installed and constructed, then and in that event Room 228a, identified as a corridor and cross-hatched on the Condominium Map, shall become the property of said owner provided, however, that such combination of Units, the utilization of the corridor area (Room 228a) and the elimination of some or all of said demising walls in all or any aspect do not violate any of the building codes, zoning ordinances and other regulatory requirements of the County of Hawaii, and/or the State of Hawaii. In the event there is any such violation, Room 228a shall be restored to a corridor as shown on said Condominium Map.

Units 227-a and 227-b are kiosks located in the lobby area as shown on said Condominium Map.

Rooms 223, 224 and 225 shall be denominated as the manager's office and shall be a common element.

Commercial Units 227, 228, 229 and 230 have drop ceilings of accoustical tile, air conditioning ducts and electrical power source to the demising walls. Additional duct work and extensions of electrical wiring and all finishing to the floors, walls and ceilings are to be borne by the respective Unit Owner.

3. Third Floor. The third floor has two wings of Commercial Units. The two wings, for purposes of description herein, are denominated the "north wing" and the "south wing".

North Wing:

The north wing has twenty (20) Commercial Units separated lengthwise by a corridor with ten (10) Units on each side of the corridor. The north wing Units facing the lagoon are numbered as Units 301 through 310, inclusive. The north wing Units facing Aupuni Street are numbered as Units 311 through 320, inclusive.

Commercial Units 301 and 302 have a doorway in the wall between the two Units which permits internal access between Units 301 and 302, and these two Units are to be conveyed together.

South Wing:

The south wing has eighteen (18) Commercial Units separated lengthwise by a corridor. The south wing Units facing the lagoon are numbered Units 325 through 333, inclusive. The south wing Units facing Aupuni Street are numbered Units 334 through 342, inclusive.

The demising walls between all Commercial Units on the north and south wings of the third floor, identified by column lines 2 through 10 inclusive and lines 18 through 26 inclusive on the Condominium Map can be opened for a doorway, and, if so opened, any adjoining Units having such a doorway between or among said Units are to be conveyed together. The location and size of the opening of said demising wall is subject to the prior written approval of the Developer or of the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre, whichever is appropriate. The cost of the rough opening of said wall shall be borne by the Developer, if such opening is requested in writing within ten (10) days after the sales contract is fully executed by the first purchaser or purchasers of such Units, but the finishing of said opening to design and architectural standards set forth by the Developer or the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre shall be borne by the Unit Owners.

All Commercial Units on the north and south wings of the third floor, except for Unit 325, have a semi-circular outside lanai and are former hotel rooms converted to commercial use.

General provision applicable to all Commercial Units on the First, Second and Third Floors: In the event a Commercial Unit Owner has a bathroom in his Unit and wishes to have same removed, said Unit

Owner must receive the prior approval of the Developer or the architectural committee and architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre, whichever is appropriate. If any one Unit Owner from the first floor to the Top floor utilizing the same venting system wishes to remove a bathroom within such venting system, said Unit Owner may remove said bathroom if and only if all other Unit Owners of each floor below said Unit desiring the removal of the bathroom agree in writing to have their bathrooms in the same venting system also removed, and such agreement is binding upon the heirs, successors in interest, assignees, subsequent purchasers and personal representatives of the parties. Notwithstanding the existence of the enabling conditions stated above, all bathroom removals must nonetheless first receive the prior written approval of the Developer or of the architectural committee and the architect representing the Board of Directors of The Hilo Lagoon Centre, whichever is appropriate. In no event can any pipes or vent shafts be removed from any Unit without prior written approval of the Developer or the architectural committee and architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre, whichever is appropriate.

Floor areas of the Units on the First, Second and Third Floors: The floor area of each of these Units shall be measured from the interior unfinished surface of the perimeter walls of each of these Units, and no reduction is made to account for interior load-bearing walls, ducts, shafts and the like located within the perimeter walls.

Each of these Units on the First, Second and Third Floors shall include the space within its boundaries as indicated on the Condominium Map and shall be deemed to include all of the nonload-bearing walls and partitions within its perimeter walls and the inner decorated or finished surfaces of all walls, floors and ceilings within its perimeter walls as indicated on the Condominium Map; also included as part of each of these Units are the sliding doors leading to the abutting balcony, if any (except the railings which are deemed common elements), said abutting balcony, if any, all door frames, doors, windows and window frames, all fixtures installed at time of conveyances. These Commercial Units shall not be deemed to include the undecorated or unfinished surfaces of perimeter walls or of the interior load-bearing walls, the floors and ceilings surrounding the Commercial Units, or any pipes, wires, ducts, conduits or other utility or service lines running through such Units and which are for or serve more than one (1) Unit, all of which are common elements.

B. Residential Apartment Units. There are six (6) floors of residential apartment units, hereinafter called "Residential Units". These Residential Units can be used for such uses as may be permitted in the zoning codes and ordinances of the County of Hawaii as the same may be amended from time to time. There are one hundred thirty-eight (138) of these Residential Units.

1. Fourth, Fifth and Sixth Floors. Each of these floors has twenty-five (25) Residential Units, and these Units are identified as:

Units 401 through 412 inclusive and Units 414 through 426 inclusive (fourth floor)

Units 501 through 512 inclusive and Units 514 through 526 inclusive (fifth floor)

Units 601 through 612 inclusive and Units 614 through 626 inclusive (sixth floor)

Each floor has seven (7) two bedroom Units, ten (10) one bedroom Units and eight (8) studio Units. The numbering and location of these Units are similar for each floor, the difference in numbering being the first numeral representing the floor on which the Units are located. Thus, a Unit on the fifth floor would start with the numeral "5", on the sixth floor with the numeral "6" and on the seventh floor with the numeral "7".

	<u>Fifth Floor Units</u>	<u>Sixth Floor Units</u>	<u>Seventh Floor Units</u>
Two Bedroom Units	401, 402, 404, 407, 421, 425, 426	501, 502, 504, 507, 521, 525, 526	601, 602, 604, 607, 621, 625, 626

	<u>Fifth Floor Units</u>	<u>Sixth Floor Units</u>	<u>Seventh Floor Units</u>
One Bedroom Units	403, 405, 406, 408, 415, 417, 419, 422, 423, 424	503, 505, 506, 508, 515, 517, 519, 522, 523, 524	603, 605, 606, 608, 615, 617, 619, 622, 623, 624
Studio Units	409, 410, 411, 412, 414, 416, 418, 420	509, 510, 511, 512, 514, 516, 518, 520	609, 610, 611, 612, 614, 616, 618, 620

The location of the different Units is shown on the Condominium Map.

All of the Residential Units on the fourth, fifth and sixth floors are converted hotel rooms. A description of the two bedroom, one bedroom and studio Residential Units of the fourth, fifth and sixth floors is contained in Exhibit "B" attached hereto and made a part hereof.

2. Seventh, Eighth and Ninth Floors. Each of these floors has twenty-one (21) Residential Units, and these Units are identified as:

Units 701 through 712 inclusive and Units 714 through 722 inclusive (seventh floor)

Units 801 through 812 inclusive and Units 814 through 822 inclusive (eighth floor)

Units 901 through 912 inclusive and Units 914 through 922 inclusive (ninth floor)

Each floor has seven (7) two bedroom Units and fourteen (14) one bedroom Units. The numbering and location of these Units are similar for each floor, the difference in numbering being the first numeral representing the floor on which the Units are located. Thus, a Unit on the seventh floor would start with the numeral "7", on the eighth floor with the numeral "8" and on the ninth floor with the numeral "9".

	<u>Seventh Floor Units</u>	<u>Eighth Floor Units</u>	<u>Ninth Floor Units</u>
Two Bedroom Units	701, 702, 704, 707, 719, 720, 722	801, 802, 804, 807, 819, 820, 822	901, 902, 904, 907, 919, 920, 922

	<u>Seventh Floor Units</u>	<u>Eighth Floor Units</u>	<u>Ninth Floor Units</u>
One Bedroom Units	703, 705, 706, 708, 709, 710, 711, 712, 714, 715, 716, 717, 718, 721	803, 805, 806, 808, 809, 810, 811, 812, 814, 815, 816, 817, 818, 821	903, 905, 906, 908, 909, 910, 911, 912, 914, 915, 916, 917, 918, 921

The location of the different Units is shown on the Condominium Map.

All of the Residential Units on the seventh, eighth and ninth floors are converted hotel rooms. A description of the two bedroom and one bedroom Residential Units of the seventh, eighth and ninth floors is contained in Exhibit "B" attached hereto and made a part hereof.

Floor areas of Units on the Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Floors: The floor area of each of these Units shall be measured from the interior unfinished surface of the perimeter walls of each of these Units, and no reduction is made to account for interior load-bearing walls, ducts, shafts and the like located within the perimeter walls.

Each of these Units on the Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Floors shall include the space within its boundaries as indicated on the Condominium Map and shall be deemed to include all of the nonload-bearing walls and partitions within its perimeter walls and the inner decorated or finished surfaces of all walls, floors and ceilings within its perimeter walls as indicated on the Condominium Map; also included as part of each of these Units are the sliding doors leading to the abutting balcony, if any (except the railings which are deemed common elements), said abutting balcony, if any, all door frames, doors, windows and window frames, all fixtures installed at time of conveyances. These Residential Units shall not be deemed

to include the undecorated or unfinished surfaces of perimeter walls or of the interior load-bearing walls, the floors and ceilings surrounding Residential Unit, or any pipes, wires, ducts, conduits or other utility or service lines running through such Unit and which are for or serve more than one (1) Unit, all of which are common elements.

3. Penthouse Commercial Units. There are three Commercial Apartment Units on the penthouse floor. These are numbered as Units 1001, 1002 and 1014.

Unit 1001 includes Room 1003; Unit 1002 includes Room 1004. Unit 1001 and Unit 1003 are separated by a corridor (Room 1005). These two Units may be combined under one ownership and if the demising walls (common, if any, as well as corridor walls except the outside perimeter walls) are eliminated and not installed and constructed, then in that event Room 1005, identified as a corridor and cross-hatched on the Condominium Map, shall become the property of said owner provided, however, that such combination of Units, the utilization of the corridor area (Room 1005) and the elimination of some or all of said demising and corridor walls in all or any aspect do not violate any of the building codes, zoning ordinances and other regulatory requirements of the County of Hawaii and/or the State of Hawaii. In the event there is any such violation, Room 1005 shall be restored to a corridor as shown on said Condominium Map.

These Units are to be purchased by first Unit Owners in an "as is" condition. Any and all air conditioning, electrical or plumbing work and any and all finishing to the floors, walls, ceilings and interior partitioning shall be done by the Unit Owner at Unit Owner's cost and expense. These Penthouse Commercial Units are limited to commercial office use as such use is defined in the zoning codes and ordinances of the County of Hawaii as the same may be amended from time to time. All interior improvement work shall conform with the building codes, ordinances and regulatory requirements of the County of Hawaii, State of Hawaii and of the federal government. Extensions into the air space by way of antennas, wiring and any other improvement shall be subject first to the prior written approval of the Developer or of the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre, whichever is appropriate. Notwithstanding the above, in no event shall there be an increase in usable space created by way of lateral or vertical expansion of the Units on this penthouse floor.

The Association of Apartment owner of The Hilo Lagoon Centre shall have the right to erect improvements in the common elements on this floor so long as such improvements do not substantially obstruct the horizontal view plane of owners of Units 1001, 1003, and 1014.

Unit 1014 is subject to an easement of access to the air conditioning room (Room 1011) and fan room (Room 1012) for use, repair and maintenance of equipment therein.

Floor areas of these Units: The floor area of each of these Units shall be measured from the interior unfinished surface of the perimeter walls of each of these Units, and no reduction is made to account for interior load-bearing walls, ducts, shafts and the like located within the perimeter walls.

Each of these Units shall include the space within its boundaries as indicated on the Condominium Map and shall be deemed to include all of the nonload-bearing walls and partitions within its perimeter walls and the inner decorated or finished surfaces of all walls, floors and ceilings within its perimeter walls as indicated on the Condominium Map; also included as part of each of these Units are the sliding doors leading to the abutting balcony, if any (except the railings and abutting balcony, if any, which are deemed common elements), all door frames, doors, windows and window frames, all fixtures installed at time of conveyances. These Commercial Units shall not be deemed to include the undecorated or unfinished surfaces of perimeter walls or of the interior load-bearing walls, the floors and ceilings surrounding the Commercial Units, or any pipes, wires, ducts, conduits or other utility or service lines running through such Units and which are for or serve more than one (1) Unit, all of which are common elements.

NOTE: The Project provides for the sale of unfinished commercial apartment units as well as finished residential apartment units. The buyer will be responsible for finishing the unfinished commercial units at his own expense. The residential apartment units are finished up to a certain standard. The purchaser or prospective purchase is advised to review the Declaration of Horizontal Property Regime, the Disclosure Statement and the Sales Agreement to ascertain the extent of interior improvements provided each type of unit.

General provision applicable to all Commercial Units on the first, second, third and penthouse units: All mechanical, electrical and plumbing contractors doing any improvement work in the Commercial Units must receive the prior written approval of the developer or the architectural committee and the architect representing the Board of Directors of the Association of Apartment Owners of The Hilo Lagoon Centre, whichever is appropriate.

D. Summary. The area in square footage of each Unit, unit type and the total number of each unit type are shown in Exhibit "B" attached hereto and incorporated herein by reference.

COMMON ELEMENTS. One freehold estate is hereby designated in all of the remaining portions and appurtenances of the Project, herein called "common elements", including the limited common elements described hereinafter and including specifically, but not limited to:

- (a) Said land in fee simple.
- (b) All foundations, columns, girders, beams, load-bearing walls, roofs, stairways, walkways, fire escapes, hallways, lobby areas, manager's office, desk clerk's office, storage areas, entrances and exits of said building.
- (c) All yards, gardens, swimming pool, grounds, landscaping, mailboxes and refuse facilities.
- (d) All ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities and installations which serve more than one (1) Unit for services such as

power, light, water, gas, refuse, telephone, communications, radio and television signal distribution.

NOTE: Utility metering schedule as follows:

Electrical power - 1 meter for commercial;  
1 meter for common element

Water - 1 meter for whole project

Gas - 1 meter for restaurant;  
1 meter for utility unit

(e) All tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use.

(f) All loading zones, driveways and parking spaces including 70 guest parking stalls; loading area and loading dock.

(g) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety and normally in common use.

(h) Without limiting the generality of the foregoing, the following shall be considered common elements:

First Floor:

Lobby areas, stairways, corridors, elevators, transformer and switch room (Room 148), air conditioning equipment room (Room 150), the transformer and air conditioning equipment in said rooms, the elevator machine room (Room 121) and the equipment therein, the storage room (Room 120), toilets and contents therein (Rooms 141, 143 and 144), the janitor's room (Room 142), the air handler room and equipment therein (Room 135), the fan coil room and equipment therein (Room 138), the telephone equipment room and equipment therein (Room 162), the pump room and equipment therein (Room 160), the rubbish room and equipment therein (Room 161), the switch room in Room 130.

Second Floor:

Lobby areas, corridors, stairways, elevators, electric panel room and equipment and material therein (Room 221), the manager's office and equipment therein (Rooms 223, 224 and 225), toilets and contents therein (Rooms 233 and 234), the combination janitor's room and electrical panel room and contents therein (Room 232), the air handler room and equipment therein (Room 231), the rubbish chute room and contents therein, the elevator machine room and equipment therein.

Third Floor:

Lobby and open areas, corridors, elevators, stairways, roofs, electric panel room (Room 321), linen and rubbish room and contents therein (Room 344), storage room (Room 325).

Fourth, Fifth and Sixth Floors:

Lobby areas, corridors, elevators, stairways, electric panel room and equipment therein, linen and rubbish room and contents

therein, laundry room and equipment and contents therein (Rooms 413, 513 and 613).

Seventh, Eighth and Ninth Floors:

Lobby areas, elevators, stairways, corridors, relocated exhaust shafts, electric panel room and equipment therein, linen and rubbish room and contents therein, laundry room and equipment and contents therein (Rooms 713, 813 and 913).

Penthouse Floor:

Lobby areas, elevators, stairways, corridors, toilets and contents therein (Rooms 1006 and 1007), janitor's room (Room 1008), electric room and equipment therein (Room 1009), the air conditioning room and equipment therein (Room 1011), fan coil room and equipment therein (Room 1012), heater room and equipment therein (Room 1013), the walkways surrounding Units on this floor, the roof.

The Grounds:

The rampways, driveways, ponds, loading areas, cooling towers, landscaping, swimming pool, fencing.

Any facility, equipment and improvement providing benefit to those not Unit Owners may be utilized by the Association of Apartment Owners of The Hilo Lagoon Centre in such a manner as to derive benefit to said Association whether such benefit be monetary, cross easements and other benefits that can accrue to said Association.

LIMITED COMMON ELEMENTS. Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain Units, and such Units shall have appurtenant thereto easements for the use of such limited common elements. The limited common elements of the Project are all other common elements of the Project which are rationally related to less than all of the Units in the Project shall be limited to the use of such Units to which they are rationally related.

Parking:

There shall be three hundred forty-seven (347) parking spaces in the Project. The parking spaces are identified by a number shown on said Condominium Map, and the parking space or spaces, as the case might be, appurtenant to each Unit in the Project at the time of the recording of this Declaration of Horizontal Property Regime is as indicated in said Exhibit "D" to said Declaration. Any automobile parking space described above as being appurtenant to a Unit as indicated in said Exhibit "D" may be transferred from Unit to Unit in the Project (for locational change) so long as the number of parking spaces assigned and designated to a Unit does not change. Any transfer of a parking space shall be effective only upon the recording of an instrument in the Bureau of Conveyances or in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as the case might be, setting forth such transfer, all as more fully set forth in paragraph below, ALTERATION AND TRANSFER OF INTEREST, of this Declaration.

Any parking space set aside for specific assignment to Units but which are not specifically assigned to those Units entitled to such assignment shall be subject to conveyance by the Developer to any Unit Owner in The Hilo Lagoon Centre; and, until such conveyance is made by the Developer, the Developer is entitled to rent such parking space or spaces to anyone so desiring to rent such space or spaces. The Developer shall use its best effort to sell these parking space or spaces in the shortest time possible.

Where parking space or spaces are provided to either a Commercial Unit or a Residential Unit, such a parking space or spaces, if assigned to such Unit, shall be appurtenant to such Unit as a limited common element. The respective Commercial Units and Residential Units and the parking spaces which are appurtenant thereto are set forth in Exhibit "A" attached hereto and made a part hereof.

Also, set forth in Exhibit "A", attached hereto and made a part hereof, are parking spaces as common elements, and there use shall be regulated by the Association of Apartment Owners of The Hilo Lagoon Centre for use by Unit Owners and/or guests as best determined by the Association of Apartment Owners. The regulation of the use of these parking spaces shall include the right to charge a rental for such use but shall not include the right to sell these spaces unless such right is granted by this Declaration being duly amended.

COMMON INTEREST. Each Apartment Unit shall have appurtenant thereto an undivided percentage interest in all common elements of the Project (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting, as set forth in Exhibit "C" attached hereto and made a part hereof.

EASEMENTS. In addition to any easements herein designated in the limited common elements, the Units and common elements shall have and be subject to the following easements:

A. Each Unit shall have appurtenant thereto nonexclusive easements in the common elements designated for such purposes for ingress to, egress from, utility services for and support for such Unit; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements, if any, as herein provided; and in all other Units and limited common elements of the building or structure for support.

B. If any part of the common elements encroaches upon any Units or limited common elements or if any Unit or limited common element encroaches upon the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any buildings of the Project or any Unit shall be partially or totally destroyed and then rebuilt or in the event of any shifting, settlement or movement of any portion of the Project, minor encroachments of any parts of the common elements or Units or limited common elements due to such construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

C. Each Unit shall be subject to easements through said Unit appurtenant to the common elements and other Units for support

and repair of the common elements and other Units, and for entry as may be necessary for the operation of the Project or for the making of repairs therein or the installation, repair or replacement of any common elements.

D. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any other Unit or limited common elements in serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utilities and other common elements serving such other Units and located in such Unit.

E. The Association of Apartment Unit Owners of the Project shall have the right, to be exercised by its Board of Directors or Managing Agent, to enter any Unit and limited common element, if any, from time to time during reasonable hours as may be necessary for the operation of the Project or at any time for making emergency repairs therein required to prevent damage to any Unit or common element or for the installation, repair or replacement of any common element.

Easement for sale, rental and management purposes. The Developer and its sales agents shall have the right to use in their sole discretion from time to time any Unit that they own as models, management and/or sales office and conduct sales, leasing, rental, management and/or parking operations within the Project and to place and maintain such advertising signs in any location of the Project which it deems necessary to conduct its business so long as the signs comply with governmental ordinances.

Easements of ingress and egress. Each Unit Owner shall have an easement in common with the owners of all other Units to use the driveways, ramps and overhead pedestrian walkway to the abutting parcel fronting Aupuni Street as the same are set aside for vehicular traffic and/or for pedestrian traffic. Part of the common elements shall be subject to easements for vehicular and pedestrian traffic for the benefit of an abutting parcel of land and these easements shall be described and set forth in the description found in Exhibit "A" of the Declaration. Part of the abutting parcel of land shall be subject to easements for vehicular and pedestrian traffic for the benefit of Unit Owners, lessees of Unit Owners, their guests and invitees, and these easements shall be described and set forth in the description found in Exhibit "A" of the Declaration.

ALTERATION AND TRANSFER OF INTEREST. Except as otherwise provided in the Declaration, the common interest and easement appurtenant to each Unit: (a) shall have a permanent character, (b) shall not be altered without the consent of the required percentage of owners of Units or the consent of all owners of Units affected thereby as expressed in an amendment to this Declaration duly recorded, which amendment shall contain the consent thereto by the holders of any first mortgage on such Units affected thereby or of a Unit Lease demising the same, as shown in the Association's record of ownership, or who have given the Board notice of their interest through the Secretary of the Association or the Managing Agent, (c) shall not be separated from such Unit and shall be deemed to be conveyed or encumbered with such Unit even though not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain

undivided, and no right shall exist to partition or divide any part thereof or the Units except as provided in this Declaration or by said Horizontal Property Act; and, without limiting the provisions of Section 514A-21 of the Hawaii Revised Statutes, any such partition or division shall be subject to the prior written consent thereto by the holders of any first mortgage, filed of record, of any Unit or of any Unit Lease demising the same.

Notwithstanding the provisions stated above, the exclusive easements for the use of parking spaces may be modified as follows: As long as at all times (or, in the case of an exchange of parking spaces between apartments, immediately subsequent to such an exchange) there shall be the same number of parking spaces appurtenant to the Units affected, any such exclusive easement for the use of a parking space may be conveyed to another Unit Owner by a written instrument expressly indentifying the Unit to which the parking space is appurtenant as well as the Unit to which the parking space will become appurtenant, which written instrument shall be denominated as an amendment of this Declaration and of the Apartment Deed of each Unit affected. Such Amendment need only be executed by Unit Owners directly affected. To the extent that the joinder of Unit Owners in addition to those directly affected may be required in order to validate the amendment of this Declaration for the limited purpose of transferring such easements, such joinder shall be accomplished by power of attorney from each of the Unit Owners not affected to the affected Unit Owners, the acceptance of ownership of a Unit subject to this Declaration being an irrevocable grant of such power, coupled with an interest. The transfer, amendment of Declaration and amendment of Apartment Deed shall be effective upon the filing of the same either in the Bureau of Conveyances or in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as the case might be. A copy of said conveyance and amendment of Declaration and of the Apartment Deed shall be given to the Association of Apartment Owners of The Hilo Lagoon Centre by the affected Unit Owners within fifteen (15) days of the recording or filing thereof.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE:

A. The Commercial Units (including the Utility Unit) shall be limited in use to general office use, including medical and dental offices. The Utility Unit may also be used for warehousing and storage of non-flammable goods. Kiosks: Unit No. 227-a shall be limited in use to either a retail store selling sundries, including the sale of newspapers, photofinishing, magazines or for general office use. Unit No. 227-b shall be limited in use to either a service business providing secretarial, photocopying, answering service, and other related services or for general office use.

B. The Residential Units shall be used for such residential uses as are permitted under the zoning and building codes of the County of Hawaii as the same may be amended from time to time.

C. The parking spaces shall be limited to the parking of vehicles of Unit owners, lessees of Unit Owners, their guests and invitees. Charges for the use of the parking spaces in the common element shall be such reasonable charges as determined by the Association of Apartment Owners of The Hilo Lagoon Centre.

D. The Restaurant Units shall be used for restaurant and cocktail lounge purposes and such subsidiary uses as would enhance such restaurant purposes subject to such limitations contained in the description of the Restaurant Units.

E. Except as permitted in accordance with the By-Laws, no Unit Owner will suffer anything to be done or kept in his Unit which will jeopardize the soundness of said building or which will obstruct the lobbies, corridors or stairways of said building or which will increase the rate of fire insurance of said building or contents thereof or which will reduce the value of said building.

F. The Units shall not be utilized in any timesharing program in any form whatsoever. Except for this limitation, Unit owners shall have the absolute right, individually or otherwise, to lease or rent such Units for profit and for such periods as such owners may determine; provided, however, that all such leasing or renting shall be subject to the provisions of this Declaration and the By-Laws of the Association hereinafter described.

G. The hereinabove uses, however, are subject further to such limitations and restrictions set forth in Exhibit "F", Use Limitations and Restrictions found in the Declaration.

OWNERSHIP OF TITLE: A Preliminary Title Report by Security Title Corporation, dated February 9, 1983, shows that the fee simple interest is vested in Hilo-Pacific Associates, a limited partnership.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report dated February 9, 1983, indicates that the following are encumbrances against title to the property:

A. Tax Map Key: Hawaii-2-2-14-10 portion

For any taxes that may be due and owing and a lien on the parcel of land herein described, reference is hereby made to the Office of the Tax Assessor of the Third Division.

B. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 1873; Royal Patent No. 1874; Royal Patent No. 1908; Royal Patent No. 2768; Royal Patent No. 2769; and Royal Patent No. 4365.

C. Reservations and conditions set forth in Land Patent [Grant] No. S-14,338; Land Patent [Grant] No. S-14,322; Deed dated February 17, 1964, recorded in the Bureau of Conveyances of the State of Hawaii in Book 4736, Page 563; Deed dated May 11, 1965, recorded in said Bureau of Conveyances in Book 5065, Page 184; and Deed dated June 18, 1965, recorded in said Bureau of Conveyances in Book 5068, Page 110, and more particularly described as follows:

"RESERVING to the State of Hawaii, its successors and assigns, in perpetuity, all minerals and surface and ground waters appurtenant to the land described, together with the right to enter, sever, and remove minerals or to develop, capture, divert or impound water; provided, that the State shall pay just compensation to the surface owner for improvements taken as a condition precedent to the exercise of such reserved rights."

"THE Grantee, for itself, its successors and assigns, covenants that the use and enjoyment of the land herein conveyed shall not be in support of any policy which discriminates against anyone based upon race, creed, color or national origin."

D. Reservations and conditions set forth in Land Patent [Grant] No. 13,200, dated June 15, 1956, and more particularly described as follows:

"RESERVING to the Territory of Hawaii in perpetuity all rights to ground but not surface waters which are or may be appertaining to the above described lot or the ownership thereof."

"RESERVING ALSO to the Territory of Hawaii in perpetuity all rights to clay, minerals, mineral substances, oils and natural gases of every sort and description that may be upon the surface or in or under the land above described, together with the right to enter upon said land for purposes of mining, drilling or otherwise capturing, collecting or extracting the same and of transporting such raw or processed materials off said land."

E. Reservations, however, that pursuant to the provisions of Executive Order 9908, dated December 5, 1947, filed December 8, 1947, with the Division of the Federal Register (12 Fed. Reg. 8223, December 9, 1947), all uranium, thorium, and all other materials determined pursuant to section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained.

If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect, as set forth in that certain Deed dated October 14, 1949, recorded on May 11, 1950, in said Bureau of

Conveyances in Book 2339, Page 195 (affecting Royal Patent No. 1908, Land Commission Award No. 8854).

F. Terms, Conditions and Provisions, set forth in "AMENDED URBAN RENEWAL PLAN FOR THE KAIKO'O PROJECT, PROJECT NO. HAWAII R-4", dated June 25, 1965, as disclosed by Affidavit of Hiram Hagiwara, Secretary of the Hawaiian Redevelopment Agency, as recorded on October 6, 1965, in said Bureau of Conveyances in Book 5157, Page 574.

G. Declaration of Restrictions Affecting Redevelopment Sites in the Kaiko'o Project dated October 9, 1965, recorded on October 18, 1965, in said Bureau of Conveyances in Book 5166, Page 509.

H. Declaration of Restrictions Affecting Redevelopment Sites in the Kaiko'o Project dated October 9, 1965, recorded on October 18, 1965, in said Bureau of Conveyances in Book 5166, Page 528.

I. Terms and Conditions of that certain "DISPOSITION - REDEVELOPMENT AGREEMENT" dated July 7, 1969, made by and between HAWAII REDEVELOPMENT AGENCY, HILO-PACIFIC ASSOCIATES and PACIFIC HOLIDAY, INC., as recorded on August 5, 1969, in said Bureau of Conveyances in Book 6626, Page 144.

J. A 15.00 feet wide perpetual easement for storm drainage purposes in favor of the County of Hawaii (a municipal corporation) as mentioned in that certain Deed dated November 3, 1969, recorded on December 4, 1969, in said Bureau of Conveyances in Book 6795, Page 373.

K. Mortgage dated December 4, 1969, recorded on December 4, 1969, in the Bureau of Conveyances of the State of Hawaii in Book 6795, Page 385, made by F. M. SWATARA COMPANY, a Pennsylvania corporation, duly registered to do business in the State of Hawaii, and PACIFIC HOLIDAY, INC., a Hawaii corporation, being all the general partners of HILO-PACIFIC ASSOCIATES, a registered limited partnership, duly organized and existing under the laws of the State of Hawaii, as Mortgagor(s), to S.M.M., INC., a Hawaii corporation, as Mortgagee(s), to secure the repayment of the sum of \$7,000,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to.

1.) Renewal, Extension and Modification of Mortgage dated November 29, 1971, recorded on November 29, 1971, in the Bureau of Conveyances of the State of Hawaii in Book 7967, Page 365, made by F. M. SWATARA COMPANY, a Pennsylvania corporation duly registered to do business in the State of Hawaii and PACIFIC HOLIDAY, INC., a Hawaii corporation, being all the general partners of HILO-PACIFIC ASSOCIATES, a registered limited partnership, duly organized and existing under the laws of the State of Hawaii, as Mortgagor(s), to COUSINS MORTGAGE AND EQUITY INVESTMENTS, an unincorporated business trust organized under the laws of the State of Georgia, as Mortgagee(s), to secure the repayment of the sum of \$6,000,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to.

2.) By instrument dated July 1, 1976, recorded on June 30, 1976, in said Bureau of Conveyances in Book 11508, Page 567, the foregoing mortgage was assigned, by mesne assignments, to THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation.

L. Unrecorded Leases, as disclosed by "ASSIGNMENT OF LESSOR'S INTEREST IN LEASE" dated November 29, 1971, by F. M. SWATARA COMPANY, a Pennsylvania corporation duly registered to do business in the State of Hawaii and PACIFIC HOLIDAY, INC., a Hawaii corporation, being all the general partners of HILO-PACIFIC ASSOCIATES, a registered limited partnership, in favor of COUSINS MORTGAGE AND EQUITY INVESTMENTS, an unincorporated business trust organized under the laws of the State of Georgia, as recorded on November 23, 1971, in said Bureau of Conveyances in Book 7967, Page 379.

M. Undated Financing Statement covering certain fixtures located on the real property, given as security by HILO-PACIFIC ASSOCIATES in favor of COUSINS MORTGAGE AND EQUITY INVESTMENTS, recorded on November 29, 1971, in said Bureau of Conveyances in Book 7967, Page 388.

1.) By undated instrument recorded on June 30, 1976, in said Bureau of Conveyances in Book 11508, Page 595, the foregoing Financing Statement was assigned to THE FIDELITY MUTUAL LIFE INSURANCE COMPANY.

2.) Continuation of Undated Financing Statement recorded on June 30, 1976, in said Bureau of Conveyances in Book 11508, Page 600.

3.) By undated instrument recorded on June 30, 1976, in said Bureau of Conveyances in Book 11509, Page 1, the foregoing Financing Statement was amended.

N. Second Mortgage dated November 24, 1971, recorded on December 2, 1971, in the Bureau of Conveyances of the State of Hawaii in Book 7977, Page 114, made by F. M. SWATARA COMPANY, a Pennsylvania corporation, duly registered to do business in the State of Hawaii, and PACIFIC HOLIDAY, INC., a Hawaii corporation, being all the general partners of and doing business as HILO-PACIFIC ASSOCIATES, a registered limited partnership duly organized and existing under the laws of the State of Hawaii, as Mortgagor(s), to THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Philadelphia Corporation duly registered to do business in the State of Hawaii, as Mortgagee(s), to secure the repayment of the sum of \$1,911,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to.

1.) Additional Charge Mortgage dated December 15, 1975, recorded on December 18, 1975, in the Bureau of Conveyances of the State of Hawaii in Book 11101, Page 140, made by F. M. SWATARA COMPANY and PACIFIC HOLIDAY, INC., being all of the then general partners of Hilo-Pacific Associates, a registered limited partnership organized and existing under the laws of Hawaii, as Mortgagor(s), to THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation duly registered to do business in the State of Hawaii, as Mortgagee(s), to secure the repayment of the additional loan of

\$415,611.00 together with interest thereon in accordance with the terms of that certain promissory note therein referred to. This is an additional charge mortgage to the foregoing mortgage.

2.) By instrument dated July 1, 1976, recorded on June 30, 1976, in said Bureau of Conveyances in Book 11508, Page 574, the foregoing mortgage was amended.

3.) The mortgage hereinabove referred to was subordinated to the lien or charge of the mortgage shown as item K, by Agreement dated July 1, 1976, recorded on June 30, 1976, in said Bureau of Conveyances in Book 11508, Page 592.

O. Undated Financing Statement covering certain fixtures located on the real property, given as security by HILO-PACIFIC ASSOCIATES, dba HILO LAGOON HOTEL, in favor of CENTRAL PACIFIC BANK, recorded on July 19, 1976, in said Bureau of Conveyances in Book 11539, Page 190.

1.) Continuation of Undated Financing Statement recorded on July 17, 1981, in said Bureau of Conveyances in Book 15696, Page 171.

P. Certificate of State Tax Lien dated October 6, 1982, in favor of STATE OF HAWAII, DEPARTMENT OF TAXATION, against HILO-PACIFIC ASSOCIATES, dba HILO LAGOON HOTEL, in the amount of \$96,816.30, recorded on October 7, 1982, in the Bureau of Conveyances of the State of Hawaii in Book 16627, Page 718.

Q. Access Easement "A", containing an area of 6,547 square feet, as per survey of Yoshio Inaba, Registered Professional Surveyor Number 314 E.S., dated January 6, 1983.

R. Easement (15-foot wide) for storm drainage purposes, as per survey of Yoshio Inaba, Registered Professional Surveyor Number 314 E.S., dated January 6, 1983.

S. Aerial Easement "A" (12.00 feet wide) for pedestrian bridge purposes, containing an area of 139 square feet, as per survey of Yoshio Inaba, Registered Professional Surveyor Number 314 E.S., dated February 17, 1983.

PURCHASE MONEY HANDLING. A specimen Deposit, Receipt and Sales Contract and a copy of the Escrow Agreement duly executed and dated February 3, 1983, between Hilo-Pacific Associates, as Seller, and Security Title Corporation, as Escrow, have been filed with the Real Estate Commission. On examination, the specimen Deposit, Receipt and Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. The provisions of the Deposit, Receipt and Sales Contract and the Escrow Agreement should be carefully read by the purchaser. The specimen Deposit, Receipt and Sales Contract filed as part of this registration recites the conditions under which the purchaser acknowledges receipt of the Public Report.

A. Among other provisions the Escrow Agreement provides that the purchaser shall be entitled to a return of his funds and that Escrow shall pay such funds to such 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:

1. Escrow receives a written request from Seller to return to purchaser the funds of such purchaser then held by Escrow;  
or

2. 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 Unit or he has first occupied the Unit;  
or

3. 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

4. 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-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-day period.

B. Among other provisions, the specimen Deposit, Receipt and Sales Contract provides that:

1. Purchaser acknowledges that neither Seller nor any of its representatives has made any representation or reference as to rental of the Apartment Unit, income from the apartment or any other economic benefit to be derived from the rental of the Apartment Unit, including, but not limited to, any reference or representation to the effect that Seller or the Managing Agent or the Project will provide, directly or indirectly, any services relating to the rental of the Apartment Unit. Rental or other disposition of the Apartment Unit and management services in connection therewith is and shall be the sole responsibility of the purchaser.

2. Purchaser agrees for the sole benefit of Developer that until Developer has closed out the sale of all the Units in the condominium project that purchaser will not enter into any "rental pool" or similar agreement with any purchaser, lessee or owner of another Unit in the condominium project and/or any third party under which purchaser agrees to share expenses and/or any rentals of Units in the condominium project.

3. The Commercial Apartment Units, the Restaurant Unit and the Utility Unit are sold in an "as is" and "where is" condition without warranties. Thus, any improvements therein are to be done at the owner's sole cost and expense. There are no appliances unless separately itemized.

4. The Residential Apartment Units are improved by the Developer, and appliances are as indicated in the Deposit, Receipt and Sales Contract. Warranties are as indicated in the Developer's Disclosure Statement.

5. PROSPECTIVE PURCHASERS SHOULD BE AWARE THAT THE DEVELOPER'S MORTGAGES, ANY RENEWALS AND EXTENSIONS THEREOF, SHALL BE AND REMAIN AT ALL TIMES A SUPERIOR LIEN ON THE PROJECT, AND PURCHASERS INTENTIONALLY WAIVE AND SUBORDINATE THE PRIORITY OF LIEN UNDER THE SALES CONTRACT IN FAVOR OF THE MORTGAGES.

FINANCING OF THE PROJECT: Developer advises that financing of conversion improvements for the Project is still pending. Take-out financing for individual Units shall be provided by Fidelity Mutual Life Insurance Company with the terms and conditions of said financing to be finalized soon and appropriately made known to prospective purchasers soon after this Preliminary Public Report is issued.

MANAGEMENT AND OPERATION: The proposed By-Laws provide that the operation of the Project shall be conducted for the Association of Apartment Owners by a responsible Managing Agent. The Managing Agent shall be appointed by the Association in accordance with the By-Laws, except that the Managing Agent for the initial period following the organization of the Association may be appointed by the Developer without necessity of confirmation by the Association. The initial Managing Agent has not yet been formally selected and charged with the duties of a Managing Agent. A specimen copy of the Management Agreement with the prospective Managing Agent is on file with the Real Estate Commission.

STATUS OF THE PROJECT: The Project is a conversion of an existing hotel operation. A letter from the Building Department, County of Hawaii, confirms that the existing building met all code requirements at the time of construction and there were no variance or special permits granted in its construction. By letter dated March 18, 1983, the Developer has been granted a variance to increase the number of parking stalls, including the percentage of compact stalls in the Project. ...The Developer estimates that conversion improvements will commence within eight (8) months.

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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 on February 28, 1983, and additional information subsequently filed as of April 8, 1983.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1535 filed with the Commission on February 28, 1983. This report when reproduced shall be a true copy of the Real Estate Commission's Public Report. The paper stock used in making facsimiles must be yellow.



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

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FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

REGISTRATION NO. 1535

April 18, 1983

EXHIBIT "A" TO  
THE PRELIMINARY PUBLIC REPORT OF  
THE HILO LAGOON CENTRE

PARKING SPACE ASSIGNMENT

There are a total of three hundred forty-seven (347) parking spaces in The Hilo Lagoon Centre consisting of the following types of parking spaces:

67 covered, regular size parking spaces;  
-0- covered, compact size parking spaces;  
165 open surface, regular size parking spaces;  
115 open surface, compact size parking spaces.

347 TOTAL

Definitions:

- "specific" - as used herein, a specific assignment to a parking space means that the owner of a Unit is entitled to the right to park in a specifically assigned parking space.
- "floating" - as used herein, a floating assignment to a parking space or spaces means that the owner of a Unit is entitled to park a specifically identified vehicle or vehicles, as the case might be depending upon the number said Unit Owner is entitled to according to the herein Declaration and this Exhibit "A", in the parking spaces set aside for this purpose, such right to park being on an "as available", "first-come-first-served" basis.

Wherever in this Exhibit "A" an owner of a Unit is entitled to a specifically assigned parking space and such assignment has not been identified and will be identified at a later date, the specific assignment of a parking space shall be done by an amendment to this Declaration; and in order to accomplish the above, the Developer hereby reserves the right to amend this Declaration without the consent or joinder of persons then owning or leasing Units.

Units are assigned parking spaces in the following manner as indicated below:

COMMERCIAL APARTMENT UNITS:

First Floor:

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
101			
102			
103	300	specific	1

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
120	none	N/A	
123	2	specific	1
	170c to 207c inclusive		
	140 to 169 inclusive	floating	1
124	3	specific	1
	170c to 207c inclusive		
	140 to 169 inclusive	floating	1
125	4	specific	1
	170c to 207c inclusive		
	140 to 169 inclusive	floating	1
126	5	specific	1
	170c to 207c inclusive		
	140 to 169 inclusive	floating	1
128	6	specific	1
	170c to 207c inclusive		
	140 to 169 inclusive	floating	1
129	7	specific	1
	170c to 207c inclusive		
	140 to 169 inclusive	floating	1
132	8	specific	1
	170c to 207c inclusive		
	140 to 169 inclusive	floating	1
133	9	specific	1
	170c to 207c inclusive		
	140 to 169 inclusive	floating	1
139	10 and 11	specific	2
	170c to 207c inclusive		
	140 to 169 inclusive	floating	2
Restaurant Unit	98, 99, 100 and 101	specific	4
	170c to 207c inclusive		
	140 to 169 inclusive	floating	4
Utility Unit	262 and 272c	specific	2
	170c to 207c inclusive		
	140 to 169 inclusive	floating	2

For Units 104 to 119 inclusive, parking space(s) are assigned on the following basis:

<u>Number of Contiguous Units covered under common ownership:</u>	<u>Type of Parking Space:</u>	
	<u>Specific (open surface)</u>	<u>Floating</u>
1	0	1
2	0	1
3	1	0
4	1	1
5	1	1
6	2	0
7	2	1
8	2	1
9	3	1
10	3	2

Second Floor:

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
227	40	specific	1
	170c to 207c inclusive 140 to 169 inclusive	floating	1
227a	97	specific	1
227b	103	specific	1
228	316	specific	1
	170c to 207c inclusive 140 to 169 inclusive	floating	1
229	307	specific	1
	170c to 207c inclusive 140 to 169 inclusive	floating	2
230	304 and 309	specific	2
	170c to 207c inclusive 140 to 169 inclusive	floating	2

For Units 201 to 220 inclusive, Unit 230a and Units 235 to 251 inclusive, parking sapce(s) are assigned on the following basis:

<u>Number of Contiguous Units covered under common ownership:</u>	<u>Type of Parking Space:</u>	
	<u>Specific (open surface)</u>	<u>Floating</u>
1	0	1
2	0	1
3	1	0
4	1	1

<u>Number of Contiguous Units covered under common ownership:</u>	<u>Type of Parking Space:</u>	
	<u>Specific (open surface)</u>	<u>Floating</u>
5	1	1
6	2	0
7	2	1
8	2	1
9	3	1
10	3	2

Third Floor:

For Units 301 to 320 inclusive and for Units 325 to 342 inclusive, parking space(s) are assigned on the following basis:

<u>Number of Contiguous Units covered under common ownership:</u>	<u>Type of Parking Space:</u>	
	<u>Specific (open surface)</u>	<u>Floating</u>
1	0	1
2	0	1
3	1	0
4	1	1
5	1	1
6	2	0
7	2	1
8	2	1
9	3	1
10	3	2

For the above:

Units 104 to 119 inclusive  
 Units 201 to 220 inclusive  
 Unit 230a  
 Units 235 to 251 inclusive  
 Units 301 to 320 inclusive  
 Units 325 to 342 inclusive

The pool of open surface parking spaces for specific assignment, on a "first-come, first-serve" and "as available" basis shall be the following:

<u>Uncovered:</u>	1	26	302	308	319	340	344
	23	27	303	310	320	341	345
	24	299c	305	317	321	342	346
	25	301	306	318	322	343	347

RESIDENTIAL APARTMENT UNITS:

Fourth Floor:

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
401	222c	specific	1
402	226c	specific	1
403	235c	specific	1
404	225c	specific	1
405	234c	specific	1
406	232c	specific	1
407	221c	specific	1
408	231c	specific	1
409	170c to 207c inclusive 140 to 169 inclusive	floating	1
410	170c to 207c inclusive 140 to 169 inclusive	floating	1
411	170c to 207c inclusive 140 to 169 inclusive	floating	1
412	170c to 207c inclusive 140 to 169 inclusive	floating	1
414	170c to 207c inclusive 140 to 169 inclusive	floating	1
415	233c	specific	1
416	170c to 207c inclusive 140 to 169 inclusive	floating	1
417	228c	specific	1
418	170c to 207c inclusive 140 to 169 inclusive	floating	1
419	272c	specific	1
420	170c to 207c inclusive 140 to 169 inclusive	floating	1
421	220c	specific	1

<u>Unit No.</u>	<u>Parking Space No(s) .</u>	<u>Manner of Assignment</u>	<u>Number</u>
422	230c	specific	1
423	228c	specific	1
424	229c	specific	1
425	224c	specific	1
426	223c	specific	1

Fifth Floor:

<u>Unit No.</u>	<u>Parking Space No(s) .</u>	<u>Manner of Assignment</u>	<u>Number</u>
501	215c	specific	1
502	339	specific	1
503	238c	specific	1
504	218c	specific	1
505	237c	specific	1
506	240c	specific	1
507	214c	specific	1
508	239c	specific	1
509	170c to 207c inclusive 140 to 169 inclusive	floating	1
510	170c to 207c inclusive 140 to 169 inclusive	floating	1
511	170c to 207c inclusive 140 to 169 inclusive	floating	1
512	170c to 207c inclusive 140 to 169 inclusive	floating	1
514	170c to 207c inclusive 140 to 169 inclusive	floating	1
515	236c	specific	1
516	170c to 207c inclusive 140 to 169 inclusive	floating	1
517	267c	specific	1

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
518	170c to 207c inclusive 140 to 169 inclusive	floating	1
519	266c	specific	1
520	170c to 207c inclusive 140 to 169 inclusive	floating	1
521	213c	specific	1
522	269c	specific	1
523	216c	specific	1
524	268c	specific	1
525	217c	specific	1
526	261	specific	1

Sixth Floor:

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
601	111	specific	1
602	108	specific	1
603	265c	specific	1
604	338	specific	1
605	271c	specific	1
606	273c	specific	1
607	337	specific	1
608	270c	specific	1
609	170c to 207c inclusive 140 to 169 inclusive	floating	1
610	170c to 207c inclusive 140 to 169 inclusive	floating	1
611	170c to 207c inclusive 140 to 169 inclusive	floating	1
612	170c to 207c inclusive 140 to 169 inclusive	floating	1

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
614	170c to 207c inclusive 140 to 169 inclusive	floating	1
615	263c	specific	1
616	170c to 207c inclusive 140 to 169 inclusive	floating	1
617	264c	specific	1
618	170c to 207c inclusive 140 to 169 inclusive	floating	1
619	219c	specific	1
620	170c to 207c inclusive 140 to 169 inclusive	floating	1
621	244	specific	1
622	212c	specific	1
623	227c	specific	1
624	233c	specific	1
625	245	specific	1
626	246	specific	1

Seventh Floor:

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
701	12	specific	1
702	93	specific	1
703	15	specific	1
704	13	specific	1
705	16	specific	1
706	17	specific	1
707	14	specific	1
708	18	specific	1
709	19	specific	1

<u>Unit No.</u>	<u>Parking Space No(s) .</u>	<u>Manner of Assignment</u>	<u>Number</u>
710	20	specific	1
711	21	specific	1
712	22	specific	1
714	311	specific	1
715	312	specific	1
716	313	specific	1
717	314	specific	1
718	315	specific	1
719	243	specific	1
720	247	specific	1
721	242	specific	1
722	102	specific	1

Eighth Floor:

<u>Unit No.</u>	<u>Parking Space No(s) .</u>	<u>Manner of Assignment</u>	<u>Number</u>
801	107	specific	1
802	106	specific	1
803	332	specific	1
804	90	specific	1
805	335	specific	1
806	327	specific	1
807	91	specific	1
808	326	specific	1
809	325	specific	1
810	324	specific	1
811	323	specific	1
812	254	specific	1
814	253	specific	1

<u>Unit No.</u>	<u>Parking Space No(s) .</u>	<u>Manner of Assignment</u>	<u>Number</u>
815	252	specific	1
816	251	specific	1
817	250	specific	1
818	249	specific	1
819	92	specific	1
820	94	specific	1
821	248	specific	1
822	105	specific	1

Ninth Floor:

<u>Unit No.</u>	<u>Parking Space No(s) .</u>	<u>Manner of Assignment</u>	<u>Number</u>
901	62	specific	1
902	61	specific	1
903	336	specific	1
904	95	specific	1
905	334	specific	1
906	333	specific	1
907	104	specific	1
908	331	specific	1
909	330	specific	1
910	329	specific	1
911	328	specific	1
912	260	specific	1
914	259	specific	1
915	258	specific	1
916	257	specific	1
917	256	specific	1

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
918	255	specific	1
919	96	specific	1
920	110	specific	1
921	241	specific	1
922	109	specific	1

Penthouse Floor:

<u>Unit No.</u>	<u>Parking Space No(s).</u>	<u>Manner of Assignment</u>	<u>Number</u>
1001	43 and 44	specific	2
	170c to 207c inclusive 140 to 169 inclusive	floating	1
1002	45	specific	1
	170c to 207c inclusive 140 to 169 inclusive	floating	1
1114	63, 64, 65 and 66	specific	4
	170c to 207c inclusive 140 to 169 inclusive	floating	4

The following covered parking spaces are reserved by the Developer for sale to, or exchange with Unit Owners of The Hilo Lagoon Centre. Sale or exchange of these parking spaces shall be made by the Developer in the most expeditious manner possible and on a reasonable basis of allocation to owners of Units. After the sale or exchange of these parking spaces is completed, the identification of the parking space or spaces to Units shall be done by an amendment to this Declaration; and in order to accomplish the above, the Developer hereby reserves the right to amend this Declaration without the consent or joinder of persons then owning or leasing Units.

<u>Covered:</u>	28	33	38	47	52	57	68
	29	34	39	48	53	58	69
	30	35	41	49	54	59	70
	31	36	42	50	55	60	71
	32	37	46	51	56	67	72

The following parking spaces are to be common elements, and these spaces are to be used for parking by Unit Owners and/or guests as best determined by the Association of Apartment Owners of The Hilo Lagoon Centre. The regulation of the use of these parking spaces shall

include the right to charge a rental for such use but shall not include the right to sell these spaces unless such right is granted by this Declaration being duly amended.

112c	117c	122c	127c	132c	137c
113c	118c	123c	128c	133c	138c
114c	119c	124c	129c	134c	139c
115c	120c	125c	130c	135c	
116c	121c	126c	131c	136c	

274	279	284	289	294
275	280	285	290	295
276	281	286	291	296
277	282	287	292	297
278	283	288	293	298

73	78	83	88c
74	79	84	89c
75	80	85	
76	81	86	
77	82	87c	

NOTE: Reserved by Developer for future roadway purposes:

208c	209c	210c	211c
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c = compact space

END OF EXHIBIT "A"

EXHIBIT "B" TO  
THE PRELIMINARY PUBLIC REPORT OF  
THE HILO LAGOON CENTRE

LOCATION OF UNITS AND AREA

A. COMMERCIAL APARTMENT UNITS:

<u>First Floor Unit No.</u>	<u>Per Unit interior area in square footage</u>	<u>Per Unit lanai area in square footage</u>	<u>Per Unit total of interior area &amp; lanai area in square footage</u>	<u>Number of Units</u>	<u>Net area in square footage</u>
101, 102, 103, 104, 105, 106, 107, 108, 109, 110	308	29	337	10	3370
111, 112, 113, 114, 115, 116, 117, 118, 119	310	20	330	9	2970
120	177	-	177	1	177
123	912	-	912	1	912
124	958	-	958	1	958
125	947	-	947	1	947
126	1142	-	1142	1	1142
128	686	-	686	1	686
129	832	-	832	1	832
132	1187	-	1187	1	1187
133	1263	-	1263	1	1263
139	2010	-	2010	1	2010
140	618	-	618	1	618
Restaurant Unit	9102	-	9102	1	9102
Utility Unit	2278	-	2278	<u>1</u>	<u>2278</u>
			TOTAL	32	28,452

<u>Second Floor Unit No.</u>	<u>Per Unit interior area in square footage</u>	<u>Per Unit lanai area in square footage</u>	<u>Per Unit total of interior area &amp; lanai area in square footage</u>	<u>Number of Units</u>	<u>Net area in square footage</u>
201, 202, 203, 204, 205, 206, 207, 208, 209, 210	308	29	337	10	3370
211, 212, 213, 214, 215, 216, 217, 218, 219, 220	310	20	330	10	3300
227	1279	-	1279	1	1279
227a, 227b	100	-	100	2	200
228	1427	-	1427	1	1427
229	1917	-	1917	1	1917
230	2493	-	2493	1	2493
230a	378	-	378	1	378
235, 236, 237, 238, 239, 240, 241	308	29	337	7	2359
242	609	58	667	1	667
243, 244, 245, 246, 247, 248, 249, 250, 251	310	20	330	<u>9</u>	<u>2970</u>
			TOTAL	44	20,360

<u>Third Floor Unit No.</u>	<u>Per Unit interior area in square footage</u>	<u>Per Unit lanai area in square footage</u>	<u>Per Unit total of interior area &amp; lanai area in square footage</u>	<u>Number of Units</u>	<u>Net area in square footage</u>
301, 302, 303, 304, 305, 306, 307, 308, 309, 310	308	29	337	10	3370
311, 312, 313, 314, 315, 316, 317, 318, 319, 320	310	20	330	10	3300
325	308	-	308	1	308
326, 327, 328, 329, 330, 331, 332	308	29	337	7	2359
333	609	58	667	1	667
334, 335, 336, 337, 338, 339, 340, 341	310	20	330	8	2640
342	532	40	572	<u>1</u>	<u>572</u>
			TOTAL	38	13,216

<u>Penthouse Floor Unit No.</u>	<u>Per Unit interior area in square footage</u>	<u>Per Unit lanai area in square footage</u>	<u>Per Unit total of interior area &amp; lanai area in square footage</u>	<u>Number of Units</u>	<u>Net area in square footage</u>
1001	1267	-	1267	1	1267
1002	1295	-	1295	1	1295
1014	5896	-	5896	<u>1</u>	<u>5896</u>
			TOTAL	3	8,458

B. RESIDENTIAL APARTMENT UNITS:

<u>Type</u>	<u>Fourth Floor Unit No.</u>	<u>No. of Bedrooms</u>	<u>Per Unit interior area in square footage</u>	<u>Per Unit lanai area in square footage</u>	<u>Per Unit total of interior area &amp; lanai area in square footage</u>	<u>Number of Units</u>	<u>Net area in square footage</u>
A	402, 404, 425	2	958	87	1045	3	3135
B	401, 407, 421	2	961	60	1021	3	3063
G	426	2	930	87	1017	1	1017
C	406, 408, 422, 424	1	631	58	689	4	2756
D	403, 405, 415, 417, 419	1	637	40	677	5	3385
H	423	1	532	40	572	1	572
E	410, 412, 414, 416, 418, 420	Studio	308	29	337	6	2022
F	409, 411	Studio	310	20	330	<u>2</u>	<u>660</u>
TOTAL						25	16,610

<u>Type</u>	<u>Fifth &amp; Sixth Floor Unit No.</u>	<u>No. of Bedrooms</u>	<u>Per Unit interior area in square footage</u>	<u>Per Unit lanai area in square footage</u>	<u>Per Unit total of interior area &amp; lanai area in square footage</u>	<u>Number of Units</u>	<u>Net area in square footage</u>
A	502, 504, 525, 602, 604, 625	2	961	87	1048	6	6288
B	501, 507, 521, 601, 607, 621	2	968	60	1028	6	6168
G	526, 626	2	933	87	1020	2	2040

<u>Type</u>	<u>Fifth &amp; Sixth Floor Unit No.</u>	<u>No. of Bedrooms</u>	<u>Per Unit interior area in square footage</u>	<u>Per Unit lanai area in square footage</u>	<u>Per Unit total of interior area &amp; lanai area in square footage</u>	<u>Number of Units</u>	<u>Net area in square footage</u>
C	506, 508, 522, 524, 606, 608, 622, 624	1	637	58	695	8	5560
D	503, 505, 515, 517, 519, 603, 605, 615, 617, 619	1	640	40	680	10	6800
H	523, 623	1	535	40	575	2	1150
E	510, 512, 514, 516, 518, 520, 610, 612, 614, 616, 618, 620	Studio	313	29	342	12	4104
F	509, 511, 609, 611	Studio	314	20	334	<u>4</u>	<u>1336</u>
TOTAL						50	33,446

<u>Type</u>	<u>Seventh Eighth &amp; Ninth Floor Unit No.</u>	<u>No. of Bedrooms</u>	<u>Per Unit interior area in square footage</u>	<u>Per Unit lanai area in square footage</u>	<u>Per Unit total of interior area &amp; lanai area in square footage</u>	<u>Number of Units</u>	<u>Net area in square footage</u>
A	702, 704, 720, 802, 804, 820, 902, 904, 920	2	961	87	1048	9	9432
B	701, 707, 719, 801, 807, 819, 901, 907, 919	2	968	60	1028	9	9252
G	722, 822, 922	2	933	87	1020	3	3060

<u>Type</u>	<u>Seventh Eighth &amp; Ninth Floor Unit No.</u>	<u>No. of Bedrooms</u>	<u>Per Unit interior area in square footage</u>	<u>Per Unit lanai area in square footage</u>	<u>Per Unit total of interior area &amp; lanai area in square footage</u>	<u>Number of Units</u>	<u>Net area in square footage</u>
C	706, 708, 710, 712, 714, 716, 718, 806, 808, 810, 812, 814, 816, 818, 906, 908, 910, 912, 914, 916, 918	1	637	58	695	21	14,595
D	703, 705, 709, 711, 715, 717, 803, 805, 809, 811, 815, 817, 903, 905, 909, 911, 915, 917	1	640	40	680	18	12,240
H	721, 821, 921	1	535	40	575	<u>3</u>	<u>1,725</u>
TOTAL						63	50,304

RECAP

COMMERCIAL APARTMENT UNITS:

	<u>Number of Units</u>	<u>Sub-total</u>	<u>Net area in square footage</u>	<u>Sub-total</u>
First Floor	32		28,452	
Second Floor	44		20,360	
Third Floor	38		13,216	
Penthouse Floor	3	117	8,458	70,486

RESIDENTIAL APARTMENT UNITS:

Fourth Floor	25		16,610	
Fifth & Sixth Floors	50		33,446	
Seventh, Eighth & Ninth Floors	63	<u>138</u>	50,304	<u>100,360</u>
TOTAL		255		170,846

EXHIBIT "C" TO  
THE PRELIMINARY PUBLIC REPORT OF  
THE HILO LAGOON CENTRE

COMMON INTEREST

<u>First Floor</u> <u>Unit No.</u>	<u>Square footage</u> <u>of Unit</u> <u>including lanai,</u> <u>if any</u>	<u>Common Interest</u>
101	337	.0019725
102	337	.0019725
103	337	.0019725
104	337	.0019725
105	337	.0019725
106	337	.0019725
107	337	.0019725
108	337	.0019725
109	337	.0019725
110	337	.0019725
111	330	.0019315
112	330	.0019315
113	330	.0019315
114	330	.0019315
115	330	.0019315
116	330	.0019315
117	330	.0019315
118	330	.0019315
119	330	.0019315
120	177	.001036
123	912	.0053381
124	958	.0056073
125	947	.005543
126	1142	.0066843
128	686	.0040153
129	832	.0048698
132	1187	.0069477
133	1263	.0073926
139	2010	.0117649
140	618	.0036172
Restaurant Unit	9102	.053276
Utility Unit	2278	.0133336

<u>Second Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
201	337	.0019725
202	337	.0019725
203	337	.0019725
204	337	.0019725
205	337	.0019725
206	337	.0019725
207	337	.0019725
208	337	.0019725
209	337	.0019725
210	337	.0019725
211	330	.0019315
212	330	.0019315
213	330	.0019315
214	330	.0019315
215	330	.0019315
216	330	.0019315
217	330	.0019315
218	330	.0019315
219	330	.0019315
220	330	.0019315
227	1279	.0074862
227a	100	.0005853
227b	100	.0005853
228	1427	.0083525
229	1917	.0112206
230	2493	.014592
230a	378	.0022125
235	337	.0019725
236	337	.0019725
237	337	.0019725
238	337	.0019725
239	337	.0019725
240	337	.0019725
241	337	.0019725
242	667	.0039041
243	330	.0019315
244	330	.0019315
245	330	.0019315
246	330	.0019315
247	330	.0019315
248	330	.0019315
249	330	.0019315
250	330	.0019315
251	330	.0019315

<u>Third Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
301	337	.0019725
302	337	.0019725
303	337	.0019725
304	337	.0019725
305	337	.0019725
306	337	.0019725
307	337	.0019725
308	337	.0019725
309	337	.0019725
310	337	.0019725
311	330	.0019315
312	330	.0019315
313	330	.0019315
314	330	.0019315
315	330	.0019315
316	330	.0019315
317	330	.0019315
318	330	.0019315
319	330	.0019315
320	330	.0019315
325	308	.0018027
326	337	.0019725
327	337	.0019725
328	337	.0019725
329	337	.0019725
330	337	.0019725
331	337	.0019725
332	337	.0019725
333	667	.0039041
334	330	.0019315
335	330	.0019315
336	330	.0019315
337	330	.0019315
338	330	.0019315
339	330	.0019315
340	330	.0019315
341	330	.0019315
342	572	.003348
<u>Fourth Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
401	1021	.0059761
402	1045	.0061166
403	677	.0039626

<u>Fourth Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
404	1045	.0061166
405	677	.0039626
406	689	.0040328
407	1021	.0059761
408	689	.0040328
409	330	.0019315
410	337	.0019725
411	330	.0019315
412	337	.0019725
414	337	.0019725
415	677	.0039626
416	337	.0019725
417	677	.0039626
418	337	.0019725
419	677	.0039626
420	337	.0019725
421	1021	.0059761
422	689	.0040328
423	572	.003348
424	689	.0040328
425	1045	.0061166
426	1017	.0059527

<u>Fifth Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
501	1028	.0060171
502	1048	.0061341
503	680	.0039801
504	1048	.0061341
505	680	.0039801
506	695	.0040679
507	1028	.0060171
508	695	.0040679
509	334	.0019549
510	342	.0020018
511	334	.0019549
512	342	.0020018
514	342	.0020018
515	680	.0039801
516	342	.0020018
517	680	.0039801
518	342	.0020018
519	680	.0039801
520	342	.0020018
521	1028	.0060171
522	695	.0040679
523	575	.0033656
524	695	.0040679
525	1048	.0061341
526	1020	.0059702

<u>Sixth Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
601	1028	.0060171
602	1048	.0061341
603	680	.0039801
604	1048	.0061341
605	680	.0039801
606	695	.0040679
607	1028	.0060171
608	695	.0040679
609	334	.0019549
610	342	.0020018
611	334	.0019549
612	342	.0020018
614	342	.0020018
615	680	.0039801
616	342	.0020018
617	680	.0039801
618	342	.0020018
619	680	.0039801
620	342	.0020018
621	1028	.0060171
622	695	.0040679
623	575	.0033656
624	695	.0040679
625	1048	.0061341
626	1020	.0059702

<u>Seventh Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
701	1028	.0060171
702	1048	.0061341
703	680	.0039801
704	1048	.0061341
705	680	.0039801
706	695	.0040679
707	1028	.0060171
708	695	.0040679
709	680	.0039801
710	695	.0040679
711	680	.0039801
712	695	.0040679
714	695	.0040679
715	680	.0039801
716	695	.0040679
717	680	.0039801
718	695	.0040679
719	1028	.0060171
720	1048	.0061341
721	575	.0033656
722	1020	.0059702

<u>Eighth Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
801	1028	.0060171
802	1048	.0061341
803	680	.0039801
804	1048	.0061341
805	680	.0039801
806	695	.0040679
807	1028	.0060171
808	695	.0040679
809	680	.0039801
810	695	.0040679
811	680	.0039801
812	695	.0040679
814	695	.0040679
815	680	.0039801
816	695	.0040679
817	680	.0039801
818	695	.0040679
819	1028	.0060171
820	1048	.0061341
821	575	.0033656
822	1020	.0059702

<u>Ninth Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
901	1028	.0060171
902	1048	.0061341
903	680	.0039801
904	1048	.0061341
905	680	.0039801
906	695	.0040679
907	1028	.0060171
908	695	.0040679
909	680	.0039801
910	695	.0040679
911	680	.0039801
912	695	.0040679
914	695	.0040679
915	680	.0039801
916	695	.0040679
917	680	.0039801
918	695	.0040679
919	1028	.0060171
920	1048	.0061341
921	575	.0033656
922	1020	.0059702

<u>Penthouse Floor Unit No.</u>	<u>Square footage of Unit including lanai, if any</u>	<u>Common Interest</u>
1001	1267	.007416
1002	1295	.0075799
1014	<u>5896</u>	<u>.0345249</u>
T O T A L	170,846	1.0000000

Computation of Common Interest

The common interest for each Unit is computed by the square footage of each Unit being divided by the total square footage of all Units.

END OF EXHIBIT "C"