

# 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

## FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

ON  
MAILE COURT  
2058 Kuhio Avenue  
Honolulu, Hawaii

REGISTRATION NO. 1606

### 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 until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: July 31, 1984  
Expires: August 31, 1985

#### SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED MAY 21, 1984, AND INFORMATION FILED AS OF JULY 27, 1984. DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION ON THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. MAILE COURT is a subleasehold condominium project consisting of one 43-story building containing

596 residential apartments, 4 commercial apartments and 178 parking stalls, all of which will initially be appurtenant to Apartment 2602.

2. The Developer of the Project has submitted to the Commission for its examination all documents deemed necessary for the registration of the condominium project and the issuance of this Final Public Report.
3. The Declaration of Horizontal Property Regime and the Bylaws of the Association of Apartment Owners have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 1247640 and 1247641, respectively. The Condominium Map for the Project has been filed in said Office of the Assistant Registrar as Condominium Map No. 521.
4. Certain advertising and promotional materials have been submitted to the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Rules and Regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Final Public Report expires thirteen (13) months after the date of issuance, July 31, 1984, unless a Supplementary Public Report issues, or the Commission, upon review of the registration, issues an order extending the effective date of this report.
7. This Final Public Report is part of the registration of MAILE COURT CONDOMINIUM. The Developer has the responsibility of placing a true copy of this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed copy of the receipt therefor.

NAME OF PROJECT: MAILE COURT.

LOCATION: The Project is located at 2058 Kuhio Avenue, Honolulu, Hawaii. The Project has a land area of approximately 28,519 square feet.

TAX MAY KEY: First Division, 2-6-16: 48, 49 & 50.

ZONING: Apartment Precinct under the Waikiki Special Design District.

DEVELOPER: ESAR VENTURES, a Hawaii joint venture registered as a Hawaii general partnership, Suite 1101, 130 Merchant Street, Honolulu, Hawaii 96813, Telephone: (808) 537-4977. The joint venture partners of the Developer are Edwin Y. Fujinaga, Ilima Associates, Limited (the Developer's managing general partner), and Ronsuelynn, Incorporated, all of the above address, and Hale Wai Wai, Inc., whose address is One Kimo Drive, Honolulu, Hawaii. All corporations are Hawaii corporations.

ATTORNEYS REPRESENTING DEVELOPER: Cades Schutte Fleming & Wright (Attention: Stanley M. Kuriyama), Suite 1200, 1000 Bishop Street, P. O. Box 939, Honolulu, Hawaii 96808, Telephone: (808) 521-9200.

DESCRIPTION OF PROJECT: The Project consists of a 43-story building containing 596 residential apartments (the "Residential Apartments"), 4 commercial apartments (the "Commercial Apartments") and 178 parking stalls. The Project is more fully described in Exhibit "A" attached hereto.

Each Apartment includes: (i) all the walls, columns and partitions which are not load-bearing within its perimeter walls, (ii) the inner decorated or finished surfaces of all walls, floors and ceilings, (iii) any doors, door frames, windows, window frames or panels along the perimeters, (iv) the airspace within the perimeters, and (v) the fixtures originally installed therein. The respective Apartments do not include: (a) the undecorated or unfinished surfaces of the perimeter (party and non-party) walls, (b) the interior load-bearing columns, girders, beams and walls, (c) the floors and ceilings surrounding each Apartment, or (d) any pipes, shafts, wires, conduits or other utility or service lines running through such Apartment which are utilized for or serve more than one Apartment.

COMMON ELEMENTS: The common elements include the Limited Common Elements described below, and all portions of the Project, other than the Apartments, including, specifically, but not limited to: (a) the land in fee simple; (b) the yards, grounds, landscaping, retaining walls, planters, the recreational deck, swimming pool, jacuzzi, sun deck and bath facilities located on the ground floor and the 5th floor, lobbies, foyers, waiting areas and all refuse facilities; (c) all ducts, sewer lines, electrical equipment, central water heating systems, wiring, pipes and other central and appurtenant transmission facilities and installations on, over, under and across the Project which serve more than one apartment for services such as power, light, water, gas, sewer, and radio (but specifically excluding any and all transmission facilities, installations, cables, telephones and telephone equipment and appurtenances for telephone and/or television service (which facilities, installations, cables, telephones, equipment and appurtenances will be

privately owned by the companies providing such equipment and services)); (d) all foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load bearing walls, chases, corridors, walls and walkways around said building; and (e) all other portions of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use, and which are not included as part of an Apartment.

LIMITED COMMON ELEMENTS: Certain parts of the Common Elements, designated as "Limited Common Elements", are set aside and reserved for the exclusive use of certain Apartments. The Limited Common Elements are as follows:

(a) The loading and loading service areas and tour service areas on the ground floor and which are outlined in pink on sheet A2A1 of the Condominium Map shall be appurtenant to Apartment 2602.

(b) The deck area located at the makai/ewa corner of the fifth floor and which is outlined in black on sheet A6 of the Condominium Map shall be appurtenant to Commercial Apartment C-1.

(c) The recreation deck and lounge area located on the fifth floor and which is outlined in yellow/green on sheet A6 of the Condominium Map shall be appurtenant to Apartment 2602.

(d) All of the parking stalls in the Project shall be appurtenant to Apartment 2602.

(e) All of the rooftop of the Project's building, and all of the rooms on the rooftop which are located on the Diamond Head side of the stairs leading to the roof, as outlined in yellow on sheet A-14 of the Condominium Map, and all of the airspace above such rooftop and rooms, shall be appurtenant to Apartment 2602 and may be used for, among other purposes, the purpose of installing and commercially operating transmission and receiving facilities, installations, equipment and appurtenances, including antennas, cables, receivers, etc., for radio, television, microwave, cablevision and any other type of transmission and receiving signals and facilities. Notwithstanding the foregoing, the Association shall be responsible, as a common expense of the Association, for the maintenance and repair of the roof of the Project's building; provided, however, that the maintenance and repair of any facilities, installations, equipment and appurtenances installed upon the roof shall be the obligation of the installer and/or owner of Apartment 2602.

The limited common elements described above may be used in any manner and for any purpose permitted by law, and the owner of the apartment(s) to which such limited common elements may from time to time be appurtenant may enter into leases with, or grant licenses, easements or concessions to, or enter into any other agreement with, third-parties covering all or any portion of such limited common

elements, upon such terms and conditions as may be desired by such owner.

PERCENTAGE OF UNDIVIDED OWNERSHIP TO BE CONVEYED: The Apartments have the percentage common interests in the Common Elements of the Project as set forth in Exhibit "A" attached hereto. Interests in each Apartment will be transferred to each buyer under a Condominium Conveyance Document.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE:

a. Each Residential Apartment shall at all times be occupied and used only for hotel, transient vacation rental, residential apartment, time sharing and such uses that are permitted by law. The use and ownership may be fractionalized and sold, leased, rented or used for any time periods. As to any owner of an apartment that is not committed to hotel operations, however, he will not be permitted to have any use activity for less than thirty (30) days except that shared ownership and time sharing owners may have use periods for less than thirty (30) days. Specific use restrictions are contained in the Condominium Conveyance Document, the Declaration and the Bylaws.

Note: Although the Declaration permits time-sharing use of the apartments, it should be noted that in the event any person, including the Developer, desires to sell any time-share interest in any apartment in the project, such persons will have to fully comply with the provisions of Chapter 514-E of the Hawaii Revised Statutes and any rules and regulations promulgated thereunder prior to selling any such time-share interest.

b. The Commercial Apartments and the Limited Common Elements may be used for any purpose permitted by law.

c. Other restrictions as to the use of the Apartments and the Common Elements are contained in the Declaration and the Bylaws.

All of the parking stalls in the Project have been initially assigned, as a limited common element, to Apartment 2602. Therefore, no other Apartment in the Project will be entitled to the use of a parking stall, and there is no assurance that any parking stalls in the Project will be made available for any Apartment Owner's use. The owner of the Apartment to which all or any of the parking stalls are now or may hereafter become appurtenant is free to use such stalls in any manner such owner desires, including the right to operate a parking garage and/or charge fees to Apartment Owners and the public for the use of the parking stalls, or to lease such stalls to a hotel operator or any Apartment Owner.

Among other provisions, the House Rules provide that no livestock, poultry, rabbits, or other animals whatsoever shall be allowed or kept in any part of the project.

OWNERSHIP OF TITLE: A Title Report dated July 3, 1984, issued by Hawaii Escrow & Title, Inc. discloses that fee simple title to the land is held by James Choy, Bonnie

McDonald Choy, Dorothy Chin, Rudolph Choy (also known as Rudy Choy), and James Choy and Rudy Choy, as Trustees of the Katherine Kim Choy Revocable Trust.

The land has been leased by the fee owners to The Hawaii Corporation by lease dated November 27, 1973, filed in said Office of the Assistant Registrar as Document No. 668494 (the "Master Lease"), the lessee's interest in the Master Lease, through mesne assignments, having been assigned to the Developer by Assignment of Lease dated May 5, 1983, filed in said Office of the Assistant Registrar as Document No. 1210395.

Because each purchaser's title to the apartment will be subject to the terms of the Master Lease, and because the Condominium Conveyance Document refers to the Master Lease, purchasers and prospective purchasers are advised to review the terms of the Master Lease (a copy of which is available from the Developer upon the purchaser's request) before signing a sales contract.

ENCUMBRANCES: Said Title Report discloses that the title to the property is subject to the following encumbrances. Title is also subject to the Declaration, Bylaws and Condominium Map mentioned in page 2 of this Public Report.

ENCUMBRANCES:

1. For any taxes that may be due and owing, reference is made to the Office of the Tax Assessor, First Division, City and County of Honolulu, Hawaii.
2. ASSESSMENTS  
ASSESSMENTS OR CHARGES LEVIED BY MUNICIPAL OR GOVERNMENTAL AUTHORITY OR IMPOSED BY ANY OTHER LAWFULLY CONSTITUTED BODY AUTHORIZED BY STATUTE TO ASSESS, LEVY AND COLLECT THE SAME, IF ANY.
3. AN EASEMENT AFFECTING A PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,  
IN FAVOR OF: HAWAIIAN ELECTRIC COMPANY, INC.  
FOR : CONSTRUCTION OF ELECTRIC POWER AND TELEPHONE LINES.  
DATED : MAY 23, 1927.  
FILED : JUNE 16, 1927, AS DOCUMENT NO. 13116, IN THE OFFICE OF THE ASSISTANT REGISTRAR OF THE LAND COURT. (AFFECTS A STRIP OF LAND 5 FEET IN WIDTH ALONG THE NORTHEAST BOUNDARY LINES OF LOT 83 AND 191)
4. EASEMENT FOR SANITARY SEWER PURPOSES, MAP 42, LAND COURT ORDER NO. 26709, FILED JANUARY 27, 1967. (AFFECTS LOT 83)
5. AN EASEMENT AFFECTING A PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,  
IN FAVOR OF: THE CITY AND COUNTY OF HONOLULU.

FOR : SANITARY SEWER PURPOSES.  
DATED : NOVEMBER 17, 1966.  
FILED : JANUARY 27, 1967, AS DOCUMENT NO.  
409477, IN THE OFFICE OF THE  
ASSISTANT REGISTRAR OF THE LAND  
COURT. (AFFECTS LOT 83)

6. DESIGNATION OF EASEMENT 15 OVER AND ACROSS LOT 191,  
AS SHOWN ON MAP 62, AS SET FORTH BY LAND COURT NO.  
30500, FILED AUGUST 22, 1969 TO WHICH REFERENCE IS  
HEREBY MADE.

7. AN EASEMENT AFFECTING A PORTION OF SAID LAND AND  
FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL  
PURPOSES,  
IN FAVOR OF: THE CITY AND COUNTY OF HONOLULU, A  
MUNICIPAL CORPORATION.  
FOR : SEWER PURPOSES OVER EASEMENT 15.  
DATED : MAY 28, 1969.  
FILED : AUGUST 22, 1969, AS DOCUMENT NO.  
481583, IN THE OFFICE OF THE  
ASSISTANT REGISTRAR OF THE LAND  
COURT. (AFFECTS LOT 191)

AGREEMENT,  
BETWEEN : KATHERINE KIM CHOY, UNMARRIED, JAMES  
CHOY, HUSBAND OF ALICE KAM CHOY,  
RUDOLPH CHOY, HUSBAND OF IVANELLE  
MOUNTCASTLE CHOY, DOROTHY CHIN, WIFE  
OF KING CHIN.  
AND : THE CITY AND COUNTY OF HONOLULU, A  
MUNICIPAL CORPORATION OF THE STATE  
OF HAWAII, THE BOARD OF WATER  
SUPPLY, CITY AND COUNTY OF HONOLULU  
AND THE HAWAII CORPORATION, A HAWAII  
CORPORATION.  
DATED : APRIL 8, 1974.  
FILED : MAY 21, 1974, AS DOCUMENT NO.  
692343, IN THE OFFICE OF THE  
ASSISTANT REGISTRAR OF THE LAND  
COURT.

8. A LEASE AFFECTING THE PREMISES THEREIN STATED, UPON  
THE TERMS, COVENANTS AND CONDITIONS THEREIN  
PROVIDED,  
DATED : NOVEMBER 27, 1973.  
FILED : FEBRUARY 13, 1974, AS DOCUMENT NO.  
668494, IN THE OFFICE OF THE  
ASSISTANT REGISTRAR OF THE LAND  
COURT.  
LESSOR : KATHERINE KIM CHOY, UNMARRIED, JAMES  
CHOY, HUSBAND OF ALICE KAM CHOY, AND  
RUDY CHOY, HUSBAND OF IVANELLE  
MOUNTCASTLE CHOY, AND DOROTHY CHOY  
CHIN, WIFE OF KING CHIN.  
LESSEE : THE HAWAII CORPORATION, A HAWAII  
CORPORATION.  
TERM OF : 77 YEARS COMMENCING NOVEMBER 1, 1973.  
SAID LEASE BY MESNE ASSIGNMENTS WAS ASSIGNED TO  
ESAR VENTURES, A JOINT VENTURE, A HAWAII GENERAL  
PARTNERSHIP, BY INSTRUMENT DATED MAY 5, 1983, FILED  
DECEMBER 29, 1983, AS DOCUMENT NO. 1210395, IN SAID  
OFFICE.

9. A MORTGAGE TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED HEREIN AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF,  
DATED : MARCH 30, 1983.  
AMOUNT : \$31,600,000.00  
MORTGAGOR: ESAR VENTURES, A JOINT VENTURE, A HAWAII GENERAL PARTNERSHIP, AND HERBERT ISONAGA, RECEIVER OF MANDARIN CAPITAL INVESTMENT CORPORATION, A HAWAII CORPORATION, A BANKRUPT.  
MORTGAGEE: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROGERS, A FEDERAL SAVINGS AND LOAN ASSOCIATION.  
FILED : MARCH 30, 1983, AS DOCUMENT NO. 1159376, IN THE OFFICE OF THE ASSISTANT REGISTRAR OF THE LAND COURT.

PURCHASE MONEY HANDLING: A copy of a specimen Deposit Receipt and Sales Contract (the "Sales Contract") and an executed Escrow Agreement have been submitted as part of this registration. The Escrow Agreement, dated May 18, 1984, identifies Hawaii Escrow & Title, Inc. as "Escrow". Upon examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly with Sections 514A-37, 39, 40, 63 through 66. A prospective purchaser should carefully examine the form of Sales Contract and the Escrow Agreement to determine the time for and the amount of the installment payments on the purchase price and his obligations to pay the closing costs. It is incumbent upon the purchaser to read and understand the Escrow Agreement before signing the Sales Contract since the Escrow Agreement prescribes the procedure for receiving and disbursing the purchaser's payments and the Sales Contract provides that the purchaser approves the Escrow Agreement.

The Sales Contract, among other things, contains acknowledgments by each purchaser: (i) that the Developer will not sponsor, arrange or promote any program for the rental or temporary use and occupancy of apartments in the Project other than apartments owned by the Developer upon completion of the Project, if any; (ii) that the purchaser must make such arrangements for his apartment, if desired, without the involvement or participation of the Developer; (iii) that the Developer has authorized no agents, salesmen or brokers to make any representations as to rental or other income from any apartment or any other economic benefit, including possible advantages from the ownership of an apartment under federal or state tax laws, to be derived from the purchase of an apartment in the Project; and (iv) that the purchaser acknowledges that no such representations or warranties have been made and that the Developer expressly disclaims and repudiates any representation from any source as to any possible economic benefit arising from ownership of an apartment in the Project. In addition, the Sales Contract contains provisions: (i) which permit the Developer to keep the purchaser's payment deposits under certain circumstances if the contract is cancelled; (ii)

which set forth certain closing costs to be paid by the purchaser; (iii) which reserve to the Developer a right to conduct sales and construction activity at the Project after closing; (iv) which limit assignment of the Sales Contract; and (v) which cover many other important matters not described in this Public Report.

Among other provisions, the Escrow Agreement provides for the circumstances under which a purchaser shall be entitled to a return of his funds (without interest). Paragraphs 6 and 7 of the Escrow Agreement provide as follows:

"6. Refunds to Purchaser. The purchaser of a condominium unit under a sales contract shall be entitled to refund of all payments made to date thereof, less such fees as hereinafter enumerated, if any, and without interest. Escrow agrees to make such refund to purchaser out of funds then on deposit with Escrow, if purchaser shall so request in writing and any one of the following events shall have occurred:

- (a) Escrow has received a written request from Seller to return to purchaser the funds of such purchaser then held by Escrow; or,
- (b) If, in accordance with Part VI, Chapter 514A, Hawaii Revised Statutes:
  - (i) no sales contract is offered to purchaser who was placed on the developer's reservation list of owner-occupant applicants; or,
  - (ii) the purchaser has been unable to obtain adequate financing, or a commitment for adequate financing, for his unit within thirty (30) calendar days following the end of the ten (10) calendar day period during which the Seller is limited to selling to owner-occupants; or
  - (iii) the purchaser desires to cancel the contract on account of hardship circumstances such as those set forth in Section 514A-104(1), Hawaii Revised Statutes; or,
  - (iv) the purchaser indicates an intent not to become an owner-occupant of such unit.

7. Default of Purchaser. If at any time Seller shall certify in writing to Escrow that a purchaser whose funds are being held hereunder by Escrow has defaulted under the terms of his sales contract and that Seller has terminated said contract pursuant to the terms and conditions thereof, Escrow shall notify said purchaser of such default by certified mail and, subject to the provisions relating to dispute and conflicting demands hereinafter set forth in paragraph 11 hereof, shall thereafter treat all funds of

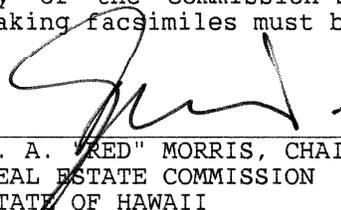
such purchaser paid under the sales contract as the escrow funds of Seller and not of purchaser. Escrow shall be entitled to deduct from such funds so held by it the sum of THIRTY FIVE DOLLARS (\$35.00) as and for a cancellation fee."

MANAGEMENT AND OPERATION: Paragraph 12 of the Declaration states that the operation of the Project shall be conducted for the Association by a responsible corporate Managing Agent. A Management Contract dated April 4, 1984, has been entered into by the Developer (on behalf of the Association) with Colony Resorts, Inc., who will act as the initial Managing Agent for the Project.

STATUS OF PROJECT: A Certificate of Occupancy for the Project was issued by the City Building Department on May 21, 1984.

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The purchaser and prospective purchasers should be cognizant of the fact that this Public Report represents information disclosed by the Developer in the required Notice of Intention submitted May 21, 1984 and information subsequently filed as of July 27, 1984.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1606 filed with the Commission on May 21, 1984. The report, when reproduced, shall be a true copy of the Commission's Public Report. Paper stock used in making facsimiles must be white.

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

Distribution:

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

Registration No. 1606

Date: July 31, 1984

EXHIBIT "A"

PROJECT DESCRIPTION

A. Project Building. The Project consists of a 43-story building without a basement, constructed principally of concrete, reinforced steel, glass and allied building materials. Although the building is a 43-story building, the floors are numbered 1 (ground) through 44 because there is no 13th floor. All references to floor numbers in this Exhibit "A" shall mean and refer to these assigned floor numbers (i.e., floors 1 through 44).

B. Parking Stalls. The Project contains 178 parking stalls. All parking stalls are covered. Sixty-four parking stalls (numbers 1 through 31, 33, 34 and 40 through 70) are located on the second floor and the ramps leading to and from the second floor. All of these stalls are standard size parking stalls, except stall numbers 13, 25, 28 through 34, 40, 41, 46, 47, 62 and 63, which are compact size parking stalls. Sixty-two parking stalls (numbers 71 through 101 and 106 through 136) are located on the third floor and the ramps leading to and from the third floor. All of these parking stalls are regular size parking stalls, except stall numbers 78, 79, 94 through 101, 106, 107, 112, 113, 128 and 129, which are compact size parking stalls. Fifty-two parking stalls (numbers 137 through 157, 160 through 167 and 172 through 194) are located on the fourth floor and the ramp leading to the fourth floor. All of these parking stalls are standard size parking stalls, except stall numbers 144, 145, 160 through 167, 172, 173, 190, 191 and 194, which are compact size parking stalls. The Project does not contain any parking stalls numbered 32, 35 through 39, 102 through 105, 158, 159 and 168 through 171.

All of the parking stalls have been initially assigned as limited common elements appurtenant to Apartment No. 2602. These parking stalls may be used in any manner permitted by law, and the owner of the apartment to which such parking stalls are appurtenant may lease such stalls to others or charge fees for the use of such stalls, and may permit the public to use such stalls. The owner of such apartment may transfer the ownership of such stalls in accordance with the provisions of the Horizontal Property Act, Chapter 514A, Hawaii Revised Statutes, as amended.

C. Commercial Apartments. The Project contains four (4) commercial apartments, numbered C-1 through C-4.

Commercial Apartment C-1 is located on the first, second, third, fourth and fifth floors of the Project and is outlined in yellow on Sheet Nos. A2A1, A3A, A4A, A5A and A6A of the Condominium Map.

Commercial Apartment C-2 is located on the first floor of the Project and is outlined in orange on Sheet A2A1 of the Condominium Map.

Commercial Apartments C-3 and C-4 are located on the fifth floor of the Project. Commercial Apartment C-3 is outlined in pink and Commercial Apartment C-4 is outlined in orange on Sheet No. A6A of the Condominium Map.

D. Residential Apartments. The Project contains 596 residential apartments. Each residential apartment has been given a three or four digit apartment number. The first number in a three-digit apartment number and the first two numbers in a four-digit apartment number indicate the floor on which the apartment is located. For example, Apartment No. 701 is located on the seventh floor, and Apartment No. 2809 is located on the 28th floor.

Floor numbers 6 through 24 and 27 each contains 16 apartments. Floor numbers 6 through 24 and floor number 27 are each identical in layout. The floor plans for floors 6 through 24 are shown on Sheet No. A-8 of the Condominium Map. The floor plan for floor number 27 is shown on Sheet No. A-11 of the Condominium Map. Each apartment on these floors consists of one living area and one bathroom. There are no kitchen facilities in any of these apartments.

The 25th floor contains 12 apartments, and the floor plan for the 25th floor is shown on Sheet No. A-9 of the Condominium Map. Apartment Nos. 2502, 2505, 2508 and 2511 each consists of one living area, one bedroom and one bathroom. Apartment Nos. 2501, 2503, 2504, 2506, 2507, 2509, 2510 and 2512 each consists of one living area and one bathroom. None of the apartments on the 25th floor contains any kitchen facilities. Access to the apartments on the 25th floor can be obtained only by taking the elevator to the 26th floor, and then walking down the stairwells connecting the 26th floor to the 25th floor. There is no elevator stop on the 25th floor.

The 26th floor contains 8 apartments, and the floor plan for the 26th floor is shown on Sheet No. A-10 of the Condominium Map. Apartment Nos. 2602, 2603, 2606 and 2607 each consists of one dining/living room, one bedroom, one bathroom and one kitchenette. Apartment Nos. 2601, 2604, 2605 and 2608 each contains one living area and one bathroom, and do not contain any kitchen facilities.

Floor numbers 28 through 44 are identical in layout, and each floor contains 16 apartments. The floor plans for these floors are shown on Sheet No. A-12 of the Condominium Map. Each apartment on these floors consists of one living area and one bathroom, except that the apartments with apartment numbers ending in the numbers "08" and "09" on each of these floors also contain a kitchenette.

As used herein, the term "kitchenette" refers to a two-burner cooktop, an under-the-counter refrigerator and a sink.

Note: The apartment numbers of the apartments, when designated on or referred to in the Condominium Map, are highlighted in yellow on the Condominium Map. All other

apartment number designations shown on the Condominium Map are to be disregarded. In addition, the commercial apartments may be used for any purpose permitted by law, notwithstanding any use designated on the Condominium Map.

E. Size and Percentage Interests of Apartment.  
 The approximate size of the net living area of, and undivided percentage interest in the Common Elements appurtenant to, each Apartment in the Project are as follows:

1. Floors numbered 6 through 24 and floor numbered 27:

<u>Apartment Numbers</u> <u>Ending with the</u> <u>Following Last</u> <u>Two Digits:</u>	<u>Approximate</u> <u>Area</u> <u>(Square Feet)</u>	<u>Percentage</u> <u>Interest (%)</u>	<u>Total Percentage</u> <u>Interest (%)</u>
"01"	228	.1567	2.9773
"02"	214	.1471	2.7949
"03"	254	.1745	3.3155
"04"	201	.1381	2.6239
"05"	201	.1381	2.6239
"06"	254	.1745	3.3155
"07"	214	.1471	2.7949
"08"	228	.1567	2.9773
"09"	224	.1539	2.9241
"10"	217	.1491	2.8329
"11"	254	.1745	3.3155
"12"	201	.1381	2.6239
"13"	201	.1381	2.6239
"14"	254	.1745	3.3155
"15"	217	.1491	2.8329
"16"	224	.1539	2.9241

2. Floor numbered 25:

<u>Apartment Number:</u>	<u>Approximate</u> <u>Area</u> <u>(Square Feet)</u>	<u>Percentage</u> <u>Interest (%)</u>	<u>Total Percentage</u> <u>Interest (%)</u>
2501	228	.1567	.1567
2502	395	.2714	.2714
2503	237	.1629	.1629
2504	237	.1629	.1629
2505	395	.2714	.2714
2506	228	.1567	.1567
2507	224	.1539	.1539
2508	395	.2714	.2714
2509	237	.1629	.1629
2510	237	.1629	.1629
2511	395	.2714	.2714
2512	224	.1539	.1539

3. Floor numbered 26:

<u>Apartment Number:</u>	<u>Approximate Area (Square Feet)</u>	<u>Percentage Interest (%)</u>	<u>Total Percentage Interest (%)</u>
2601	228	.1567	.1567
2602	599	.4116	.4116
2603	599	.4116	.4116
2604	228	.1567	.1567
2605	224	.1539	.1539
2606	599	.4116	.4116
2607	599	.4116	.4116
2608	224	.1539	.1539

4. Floors numbered 28 through 44:

<u>Apartment Numbers Ending with the Following Last Two Digits:</u>	<u>Approximate Area (Square Feet)</u>	<u>Percentage Interest (%)</u>	<u>Total Percentage Interest (%)</u>
"01"	228	.1567	2.6639
"02"	214	.1471	2.5007
"03"	254	.1745	2.9665
"04"	201	.1381	2.3477
"05"	201	.1381	2.3477
"06"	254	.1745	2.9665
"07"	214	.1471	2.5007
"08"	319	.2192	3.7264
"09"	315	.2165	3.6805
"10"	217	.1491	2.5347
"11"	254	.1745	2.9665
"12"	201	.1381	2.3477
"13"	201	.1381	2.3477
"14"	254	.1745	2.9665
"15"	217	.1491	2.5347
"16"	224	.1539	2.6163

5. Commercial Apartments:

<u>Apartment Number:</u>	<u>Approximate Area (Square Feet)</u>	<u>Percentage Interest (%)</u>	<u>Total Percentage Interest (%)</u>
C1	4342	1.4941	1.4941
C2	7026	2.4161	2.4161
C3	391	.1349	.1349
C4	1447	.4982	.4982
			100.0000

Note: 1. The Total Percentage Interests set forth above represent the total percentage interests for apartments of this type. For example, there are 18 apartments on floors numbered 6 through 24 and floor numbered 27 which end in the digits "01". There is therefore a total percentage interest of 2.9773% for these 18 apartments (.1567 x 18).

2. The percentage interests in the common elements have been calculated on the basis of the approximate size of the apartments, except that for the Commercial Apartments, one-half (1/2) of the size of the Commercial Apartments was used as the basis for calculating the percentage interest appurtenant to such Commercial Apartments. The percentage interests set forth above shall be valid and effective, whether or not the Developer's calculations of such interests are accurate or mathematically correct.

F. Condominium Map. Notwithstanding anything to the contrary contained herein, the Condominium Map is intended only to show the layout, location, apartment numbers and dimensions of the apartments and elevations of the buildings, and is not intended and shall not be deemed to contain or make any other representation or warranty.

EXHIBIT "A"