

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

CAPITAL PACIFIC PLAZA
Nuuanu Avenue
Honolulu, Hawaii

Registration No. 1672

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 26, 1985

Expires: May 26, 1986

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED ON MARCH 25, 1985 AND INFORMATION SUBSEQUENTLY FILED AS OF APRIL 22, 1985. 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. CAPITAL PACIFIC PLAZA is a proposed mixed-use condominium project containing a single multi-use building complex consisting of three (3) basement levels and two (2) connected towers, one with twenty-nine (29) levels (the "Office Tower") and the other with twenty-four (24) levels (the "Residential Tower"). The project will contain one hundred forty four (144) commercial/office apartments ("Commercial Apartments") in the Office Tower, one hundred sixteen (116) residential apartments ("Residential Apartments") in the Residential Tower and a Parking Garage Apartment in two basement levels and a portion of the third remaining basement level, together with other improvements, all to be built in accordance with floor plans filed with the Real Estate Commission. There will be a total of 482 parking stalls in the project.
2. The Developer of the project has submitted to the Commission for examination all documents considered necessary for the registration of this condominium project and the issuance of this Preliminary Public Report. The Developer will be responsible for placing this Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all buyers and prospective buyers. The Developer will also be responsible for obtaining a signed copy of the receipt therefor from each buyer and prospective buyer.
3. The basic documents (the Declaration of Horizontal Property Regime, the Bylaws of the Association of Apartment Owners, and the Condominium Map) have not yet been recorded in the Bureau of Conveyances of the State of Hawaii.
4. No advertising or promotional material has been submitted pursuant to the rules and regulations issued by the Commission.
5. The buyer or prospective buyer is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended (the "Horizontal Property Act"), and the Rules and Regulations of the Hawaii Real Estate Commission which relate to Horizontal Property Regimes.
6. This Preliminary Public Report expires thirteen (13) months from the date of issuance, April 26, 1985, unless a Supplementary or Final Public Report is issued and the Commission upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: CAPITAL PACIFIC PLAZA

LOCATION: The project is located at the corner of Nuuanu Avenue, Bethel Street, and Hotel Street in the City and County of Honolulu, State of Hawaii, and consists of a total of approximately 38,902 square feet of land.

TAX KEY: First Division: 2-1-02-38 and 39.

ZONING: The State of Hawaii has designated the subject property for Urban uses. In accordance with Ordinance 8179, adopted November 27, 1981, as amended, the Development Plan for the Primary Urban Center

of the Island of Oahu designates the subject property as Commercial. Under the Comprehensive Zoning Code of the City & County of Honolulu, the subject site is zoned B-4, Central Business District. This designation sets apart that portion of the city which forms the metropolitan center for financial, commercial, governmental, professional and cultural activities. It permits a range of uses including business offices, financial institutions, hotels and multiple-family dwellings, retail stores, sales and display rooms, and a variety of other business service establishments and commercial facilities.

DEVELOPER: PACIFIC CONSTRUCTION CO., LTD., a Hawaii corporation, and CAPITAL PACIFIC PLAZA VENTURES, a registered Hawaii joint venture, whose principal place of business and post office address is 900 Fort Street Mall, Suite 1200, Honolulu, Hawaii 96813. The current officers of PACIFIC CONSTRUCTION CO., LTD. and the corporate partners of CAPITAL PACIFIC PLAZA VENTURES are:

PACIFIC CONSTRUCTION CO., LTD.

William E. Patridge	President
Modesto E. Gaborno	Executive Vice President and General Manager
Pepe J. D'Bayan	Vice President and Secretary/Treasurer
Armand A. Cote	Vice President
J. Stephen Harris	Vice President
Bernt S. Jonsson	Vice President
Richard C. Malmgren	Vice President
George F. Powers	Vice President
Michael N. Scarfone	Vice President
Thomas H. T. Young	Vice President
Roger O. West	Assistant Secretary
Dannelle M. Wilcox	Assistant Secretary

CAPITAL PACIFIC PLAZA VENTURES

CAPITAL PACIFIC LAND CORPORATION

Vernon B. Luke	President/Director
Axel K. Obara	Vice President/Director
Larry R. Marks	Secretary/Treasurer/Director

HAWAIIAN PETROLEUM INDUSTRIES CORPORATION

Robert H. Burton	President/Treasurer
Lisa Aspoy	Vice President/Secretary

It is the developers' plan to form, sometime prior to the issuance of a Final Public Report, a registered Hawaii limited partnership to be called Capital Pacific Plaza Ventures II which will execute the Declaration of Horizontal Property Regime, file for and obtain a Final Public Report and complete the project. Capital Pacific Plaza Ventures will be the General Partner and Pacific Construction Company, Ltd. will be the limited partner of Capital Pacific Plaza Ventures II.

ATTORNEY REPRESENTING DEVELOPER: CARLSMITH, WICHMAN, CASE, MUKAI AND ICHIKI (Attention: Raymond S. Iwamoto and Timothy E. Johns) 2200 Pacific Tower, Honolulu, Hawaii 96813 (Telephone No.: 523-2500)

DESCRIPTION OF THE PROJECT: The proposed Declaration of Horizontal Property Regime (the "Declaration") and the plans submitted by the Developer indicate that the project will contain a single multi-use building complex consisting of two (2) connected towers, one with twenty-nine (29) levels (the "Office Tower") and the other with twenty-four (24) levels (the "Residential Tower"), and three basement levels. The building will be constructed principally of reinforced concrete, glass, aluminum, steel and allied building materials. The building will contain one hundred forty-four (144) Commercial Apartments in the Office Tower, one hundred sixteen (116) Residential Apartments in the Residential Tower and a Parking Garage Apartment located in two basement levels and a portion of the third remaining basement level, for a total of 261 condominium apartment units. There will be a total of four hundred eighty-two (482) parking stalls, two hundred eighty-two (282) of which shall be limited common elements appurtenant to the Residential and Commercial Apartments. The remaining two hundred (200) parking stalls, numbered 1 through 200, will be contained in the Parking Garage Apartment which will be operated initially as a public parking garage by the City and County of Honolulu. The owner of the Parking Garage Apartment shall pay maintenance fees and such other common expense charges and assessments as are made upon other apartment owners in the project in accordance with the undivided percentage interest in the common elements of the project, assigned to such apartment as shown below and in the Declaration. The owner of the Parking Garage Apartment may, at some time in the future, convert said apartment to commercial retail or office use.

The project is unique in many ways. As stated, one tower will be a Residential Tower with residential apartments and the other will be an Office Tower with commercial/office apartments. There will be two separate Sub-Associations to administer the separate interests of the different types of apartments. However, the two towers share a common wall and the project is still a single condominium project where each owner of an apartment (regardless of type) owns in leasehold a percentage interest in all of the common elements whether commercial or residential.

The parking stalls in the two lowest basement levels and a portion of the remaining basement level of the building will constitute a single Parking Garage Apartment which will be owned by the City and County of Honolulu and operated as a public parking garage. All owners of all Apartments in the project will be members of the Association of Apartment Owners (the "Association"). The owners of the Parking Garage Apartment and the Commercial Apartments shall be members of the Merchant's Association. The owners of the Residential Apartments shall be members of the Resident's Association. There will

be a Board of Directors (the "Board") which will govern the affairs of the Association. There will be two Sub-Boards for the two Sub-Associations, i.e., there will be a Merchant's Board and a Resident's Board.

The common elements in the Office Tower will be designated as limited common elements appurtenant only to the Parking Garage and Commercial Apartments. The common elements in the Residential Tower (such as the swimming pool) will be designated as limited common elements appurtenant only to all of the Residential Apartments. The Association of Apartment Owners will not be concerned with the administration of the Commercial Elements (i.e., the limited common elements appurtenant to the Parking Garage and Commercial Apartments) or with the Residential Elements (i.e., the limited common elements appurtenant only to the Residential Apartments). These will be administered by the respective Sub-Associations (i.e., the Merchant's Association and the Resident's Association). This means that the Residential Apartment owners will not have to pay for the maintenance or replacement of any facility or area which serves only the Commercial Apartments (other than structural components of the building and other such common areas). Similarly, the non-Residential Apartment owners will not have to pay for the maintenance or replacement of any facility or area which serves only the Residential Apartments, such as the swimming pool (other than structural components of the building and other such common areas). Since electricity will be separately metered, the direct allocation of the cost of electrical service will be facilitated.

There will be nine (9) members on the Board and five (5) members on each Sub-Board. A qualified person, i.e., qualified pursuant to statutory requirements, may serve on the Board and on a Sub-Board at the same time or conceivably on both Sub-Boards at the same time. The Directors serving on the Merchant's Board and on the Resident's Board that are not also members of the Board shall be ex-officio members (without vote) of the Board and will be entitled to attend all meetings of the Board. The President of the Association will be an ex-officio member of each Sub-Board of which he is not a member. The Merchant's Association will be charged with the responsibility of and shall have the authority to supervise the maintenance, operation and management of the Commercial Elements. The Resident's Association shall be charged with the responsibility and shall have the authority to supervise the maintenance, operation and management of the Residential Elements.

The costs and expenses of maintaining the Commercial Elements will be borne by the members of the Merchant's Association in accordance with their respective Merchant's Percentage Interest (as shown in Exhibit A attached hereto and made a part hereof), which is the ratio that their apartment's percentage common interest bears to the total of the percentage common interests appurtenant to all of the Commercial and Parking Garage Apartments. The cost of maintaining the Residential Elements will be borne by the members of the Resident's Association in accordance with their respective Resident's Percentage Interest (as shown in Exhibit A attached hereto and made a part hereof), which is the ratio that their apartment's percentage common interest bears to the total percentage common interests appurtenant to all of the Residential Apartments. The Board will procure the insurance, i.e., casualty as well as liability insurance. If the insurance underwriter or agent can fairly allocate the premium between the Resident's Association and the Merchant's Association, then the allocation

will be made. The Board may promulgate house rules with respect to all of the common elements but excluding the Commercial Elements and Residential Elements. The Merchant's Board will promulgate the house rules for the Commercial Elements and the Resident's Board will promulgate the house rules for the Residential Elements.

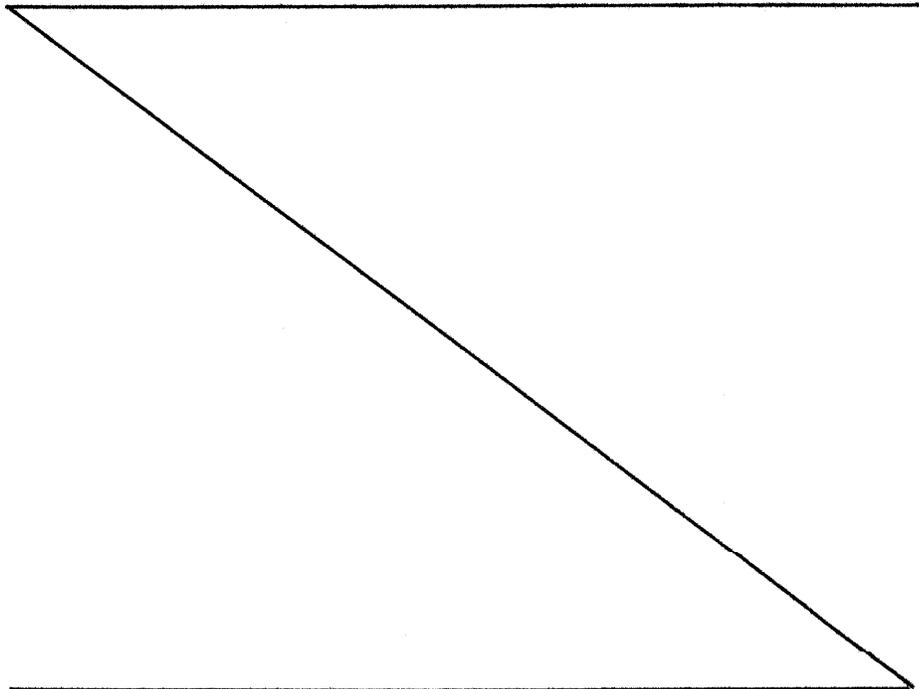
The types of apartments, their locations, number of rooms, approximate area and other data are as follows:

DESCRIPTION OF THE APARTMENTS:

a. Residential Apartments. The Declaration states that one hundred sixteen (116) freehold estates will be designated in the spaces within the perimeter walls, floors, and ceilings of each of the one hundred sixteen (116) residential apartment units of the project contained in the Residential Tower, which spaces, together with the appurtenant lanais, are referred to herein and in the Declaration as "Residential Apartments" and are designated on the Condominium Map and further described and numbered as follows:

(1) Residential Apartment Numbers and Locations.

There will be two (2) Residential Apartments on each of floors 3 through 6, and six (6) Residential Apartments on each of floors 7 through 24. Each Residential Apartment will have either a three or four digit number with the first one or two digits being the number of the floor on which the apartment is located and the second two digits indicating the number of the apartment on each floor. The Residential Apartments on each of floors 3 through 6 will be numbered 01 to 02, the apartment bearing the number 01 being located in the Diamond Head-Mauka portion of the Residential Tower. The Residential Apartments on each of floors 7 through 24 will be numbered 01 to 06, the apartment bearing number 01 being located in the Diamond Head-Mauka portion of the Residential Tower. Each Residential Apartment is further described and numbered on the Condominium Map as follows:



RESIDENTIAL APARTMENT SUMMARY

<u>Floor Level</u>	<u>Apt. No.</u>	<u>Parking Stall No.</u>	<u>Type</u>	<u>Int. Area</u>	<u>Lanai</u>	<u>Total Floor Area (sq. ft.)</u>	<u>Common Interest</u>
3	301	447	1-BR. "A"	474.00	24.00	498.00	.17%
	302	446	1-BR. "B"	486.00	24.00	510.00	.18%
4	401	445	1-BR. "A"	474.00	24.00	498.00	.17%
	402	444	1-BR. "B"	486.00	24.00	510.00	.18%
5	501	443	1-BR. "A"	474.00	24.00	498.00	.17%
	502	442	1-BR. "B"	486.00	24.00	510.00	.18%
6	601	441	1-BR. "A"	474.00	24.00	498.00	.17%
	602	440	1-BR. "B"	486.00	24.00	510.00	.18%
7	706	437	1-BR. "G"	651.00	201.00	852.00	.30%
	701	439	1-BR. "A"	474.00	24.00	498.00	.17%
	702	438	1-BR. "B"	486.00	24.00	510.00	.18%
	703	475C	Studio "C-1"	318.00	128.00	446.00	.16%
	704	474C	Studio "D-1"	315.00	138.00	453.00	.16%
	705	473C	Studio "E-1"	318.00	142.00	460.00	.16%
8	806	483	2-BR. "F"	883.00	34.00	917.00	.32%
	801	436	1-BR. "A"	474.00	24.00	498.00	.17%
	802	435	1-BR. "B"	486.00	24.00	510.00	.18%
	803	472C	Studio "C"	318.00		318.00	.11%
	804	471C	Studio "D"	315.00		315.00	.11%
	805	470C	Studio "E"	318.00		318.00	.11%
9	906	482	2-BR. "F"	883.00	34.00	917.00	.32%
	901	434	1-BR. "A"	474.00	24.00	498.00	.17%
	902	432	1-BR. "B"	486.00	24.00	510.00	.18%
	903	469C	Studio "C"	318.00		318.00	.11%
	904	468C	Studio "D"	315.00		315.00	.11%
	905	467C	Studio "E"	318.00		318.00	.11%
10	1006	481	2-BR. "F"	883.00	34.00	917.00	.32%
	1001	431	1-BR. "A"	474.00	24.00	498.00	.17%
	1002	430	1-BR. "B"	486.00	24.00	510.00	.18%
	1003	466C	Studio "C"	318.00		318.00	.11%
	1004	465C	Studio "D"	315.00		315.00	.11%
	1005	463C	Studio "E"	318.00		318.00	.11%
11	1106	480	2-BR. "F"	883.00	34.00	917.00	.32%
	1101	429	1-BR. "A"	474.00	24.00	498.00	.17%
	1102	428	1-BR. "B"	486.00	24.00	510.00	.18%
	1103	462C	Studio "C"	318.00		318.00	.11%
	1104	454C	Studio "D"	315.00		315.00	.11%
	1105	453C	Studio "E"	318.00		318.00	.11%
12	1206	479	2-BR. "F"	883.00	34.00	917.00	.32%
	1201	427	1-BR. "A"	474.00	24.00	498.00	.17%
	1202	426	1-BR. "B"	486.00	24.00	510.00	.18%
	1203	452C	Studio "C"	318.00		318.00	.11%
	1204	451C	Studio "D"	315.00		315.00	.11%
	1205	450C	Studio "E"	318.00		318.00	.11%

<u>Floor Level</u>	<u>Apt. No.</u>	<u>Parking Stall No.</u>	<u>Type</u>	<u>Int. Area</u>	<u>Lanai</u>	<u>Total Floor Area (sq. ft.)</u>	<u>Common Interest</u>
13	1306	478	2-BR. "F"	883.00	34.00	917.00	.32%
	1301	425	1-BR. "A"	474.00	24.00	498.00	.17%
	1302	413	1-BR. "B"	486.00	24.00	510.00	.18%
	1303	449C	Studio "C"	318.00		318.00	.11%
	1304	433C	Studio "D"	315.00		315.00	.11%
	1305	424C	Studio "E"	318.00		318.00	.11%
14	1406	477	2-BR. "F"	883.00	34.00	917.00	.32%
	1401	410	1-BR. "A"	474.00	24.00	498.00	.17%
	1402	409	1-BR. "B"	486.00	24.00	510.00	.18%
	1403	423C	Studio "C"	318.00		318.00	.11%
	1404	422C	Studio "D"	315.00		315.00	.11%
	1405	421C	Studio "E"	318.00		318.00	.11%
15	1506	476	2-BR. "F"	883.00	34.00	917.00	.32%
	1501	408	1-BR. "A"	474.00	24.00	498.00	.17%
	1502	407	1-BR. "B"	486.00	24.00	510.00	.18%
	1503	420C	Studio "C"	318.00		318.00	.11%
	1504	419C	Studio "D"	315.00		315.00	.11%
	1505	418C	Studio "E"	318.00		318.00	.11%
16	1606	464	2-BR. "F"	883.00	34.00	917.00	.32%
	1601	406	1-BR. "A"	474.00	24.00	498.00	.17%
	1602	403	1-BR. "B"	486.00	24.00	510.00	.18%
	1603	417C	Studio "C"	318.00		318.00	.11%
	1604	416C	Studio "D"	315.00		315.00	.11%
	1605	415C	Studio "E"	318.00		318.00	.11%
17	1706	461	2-BR. "F"	883.00	34.00	917.00	.32%
	1701	396	1-BR. "A"	474.00	24.00	498.00	.17%
	1702	395	1-BR. "B"	486.00	24.00	510.00	.18%
	1703	414C	Studio "C"	318.00		318.00	.11%
	1704	412C	Studio "D"	315.00		315.00	.11%
	1705	411C	Studio "E"	318.00		318.00	.11%
18	1806	460	2-BR. "F"	883.00	34.00	917.00	.32%
	1801	394	1-BR. "A"	474.00	24.00	498.00	.17%
	1802	393	1-BR. "B"	486.00	24.00	510.00	.18%
	1803	405C	Studio "C"	318.00		318.00	.11%
	1804	404C	Studio "D"	315.00		315.00	.11%
	1805	402C	Studio "E"	318.00		318.00	.11%
19	1906	459	2-BR. "F"	883.00	34.00	917.00	.32%
	1901	392	1-BR. "A"	474.00	24.00	498.00	.17%
	1902	391	1-BR. "B"	486.00	24.00	510.00	.18%
	1903	401C	Studio "C"	318.00		318.00	.11%
	1904	400C	Studio "D"	315.00		315.00	.11%
	1905	399C	Studio "E"	318.00		318.00	.11%
20	2006	458	2-BR. "F"	883.00	34.00	917.00	.32%
	2001	390	1-BR. "A"	474.00	24.00	498.00	.17%
	2002	389	1-BR. "B"	486.00	24.00	510.00	.18%
	2003	398C	Studio "C"	318.00		318.00	.11%
	2004	397C	Studio "D"	315.00		315.00	.11%
	2005	380C	Studio "E"	318.00		318.00	.11%

Floor Level	Apt. No.	Parking Stall No.	Type	Int. Area	Lanai	Total Floor Area (sq. ft.)	Common Interest
21	2106	457	2-BR. "F"	883.00	34.00	917.00	.32%
	2101	388	1-BR. "A"	474.00	24.00	498.00	.17%
	2102	387	1-BR. "B"	486.00	24.00	510.00	.18%
	2103	379C	Studio "C"	318.00		318.00	.11%
	2104	372C	Studio "D"	315.00		315.00	.11%
	2105	271C	Studio "E"	318.00		318.00	.11%
22	2206	456	2-BR. "F"	883.00	34.00	917.00	.32%
	2201	386	1-BR. "A"	474.00	24.00	498.00	.17%
	2202	835	1-BR. "B"	486.00	24.00	510.00	.18%
	2203	370C	Studio "C"	318.00		318.00	.11%
	2204	369C	Studio "D"	315.00		315.00	.11%
	2205	368C	Studio "E"	318.00		318.00	.11%
23	2306	455	2-BR. "F"	883.00	34.00	917.00	.32%
	2301	384	1-BR. "A"	474.00	24.00	498.00	.17%
	2302	383	1-BR. "B"	486.00	24.00	510.00	.18%
	2303	367C	Studio "C"	318.00		318.00	.11%
	2304	366C	Studio "D"	315.00		315.00	.11%
	2305	365C	Studio "E"	318.00		318.00	.11%
24	2406	448	2-BR. "F"	883.00	34.00	917.00	.32%
	2401	382	1-BR. "A"	474.00	24.00	498.00	.17%
	2402	381	1-BR. "B"	486.00	24.00	510.00	.18%
	2403	364C	Studio "C"	318.00		318.00	.11%
	2404	363C	Studio "D"	315.00		315.00	.11%
	2405	362C	Studio "E"	318.00		318.00	.11%
TOTALS	116	116		53,900.00	2,243.00	56,143.00	19.53%

The foregoing approximate total square footage areas for the enclosed portions of the respective residential apartment unit types will be computed from and to the interior surface of the apartment perimeter walls (to the inside face of the window glass) and will include the area of all common elements located within the apartments.

(2) Layout of Individual Residential Apartments. The Declaration states that the majority of the Residential Apartments will be constructed according to six (6) different floor plans. The Declaration further states that a total of four (4) Residential Apartments, all of which will be located on Floor 7, will be constructed according to atypical floor plans. A description of the Residential Apartments and each of said floor plans, designating the layout and number of rooms of each Residential Apartment are as follows:

(a) The six (6) basic apartment types are designated as follows:

(i) Apartment Type 2-BR. "F" which will be a 2-bedroom/2-bathroom apartment, with living/dining room, hall, kitchen, pantry, entry, and lanai.

(ii) Apartment Type 1-BR. "A" which will be a 1-bedroom/1-bathroom apartment, with living/dining room, kitchen, hall, and lanai.

(iii) Apartment Type 1-BR. "B" which will be a slightly larger mirror image of apartment type 1-BR. "A", that is, a 1-bedroom/1-bathroom apartment, with living/ dining room, hall, kitchen, and lanai.

(iv) Apartment Type Studio "C" which will be a residential studio apartment, with 1 bathroom, living/dining area, kitchen area, and hall.

(v) Apartment Type Studio "D" which will be a slightly smaller version of apartment type Studio "C", that is, a residential studio apartment, with one bathroom, living/dining area, kitchen area, and hall.

(vi) Apartment Type Studio "E" which will be a mirror image of apartment type Studio "C", that is, a residential studio apartment, with one bathroom, living/dining area, kitchen area, and hall.

(b) The atypical apartment types are designated as follows:

(i) Apartment Type 1-BR. "G" which will be a 1-bedroom/1-bathroom apartment, with living/dining room, entry, kitchen and large lanai.

(ii) Apartment Type Studio "C-1" which will be an identical version of apartment type Studio "C", except that it also includes a lanai.

(iii) Apartment Type Studio "D-1" which will be an identical version of apartment type Studio "D", except that it also includes a lanai.

(iv) Apartment Type Studio "E-1" which will be an identical version of apartment type Studio "E", except that it also includes a lanai.

(3) Access to Common Elements: Each Residential Apartment will have immediate access to a corridor leading to two (2) elevators and two (2) stairwells, each of which leads to the residential recreational areas, the ground floor arcade area, and all common elements located therein.

(4) Other Data Identifying and Defining the Apartments:
The respective apartments will not be deemed to include: (i) the undecorated or unfinished surfaces of the perimeter (including party) walls or interior load-bearing walls, (ii) the floors and ceilings surrounding each apartment, or (iii) any pipes, shafts, wires, conduits or other utility or service lines which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include: (i) any adjacent lanai to which such apartment has direct, exclusive access, (ii) all the walls and partitions which are not load-bearing within its perimeter walls, (iii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such apartment which are utilized for and serve only that apartment, (iv) the inner decorated or finished surfaces of all walls, floors and ceilings, (v) any doors, windows or panels along the perimeters, and (vi) all appliances and fixtures installed therein, including a range, a microwave, a refrigerator, a washer, a dryer, a disposer, and draperies. In addition, all non-

studio apartments will include an oven; all studio apartments will not include an oven.

b. Commercial/Office Apartments. The Declaration states that one hundred forty-four (144) freehold estates will be designated in the spaces within the perimeter walls, floors, and ceilings of each of the one hundred forty-four (144) commercial/office apartment units of the Project contained in the Office Tower, which spaces are referred to herein and in the Declaration as "Commercial Apartments" and are designated on the Condominium Map and further described and numbered as follows:

(1) Apartment Numbers, Locations, Layout and Area. The ground floor will contain four (4) Commercial Apartments, to be used for office or commercial retail purposes. The second floor will contain two (2) Commercial Apartments, to be used for office or commercial retail purposes. There will be six (6) Commercial Apartments on each of floors 7 through 29, each of said Commercial Apartments to be used for office purposes. Each Commercial Apartment will have a three or four digit number with the first one or two digits being the number of the floor on which the apartment is located and the second two digits indicating the number of the apartment on each floor. The Commercial Apartments on the ground floor will be numbered 11 to 14. Apartment number 11 will be the only two-level Commercial Apartment in the project and will be located in that portion of the project that faces Bethel and Hotel Streets, Apartment number 12 will be located in that portion of the project that faces Nuuanu Avenue and Hotel Street, Apartment number 13 will be located in that portion of the project that faces Nuuanu Avenue, and Apartment number 14 will be located in that portion of the project that faces Hotel Street. The Commercial Apartments on the second floor will be numbered 11 and 12. Apartment number 11 will be located in that portion of the Office Tower that faces Nuuanu Avenue and Hotel Street, and Apartment number 12 will be located in that portion of the Office Tower that faces Nuuanu Avenue. The second floor will also contain the upper half of Commercial Apartment number 111. The Commercial Apartments on each of floors 7 through 29 will be numbered 11 through 16, the apartment bearing the number 11 being located in the Ewa-Mauka portion of the Office Tower. Each Commercial Apartment is further described and numbered on the Condominium Map as follows:

COMMERCIAL APARTMENT SUMMARY

<u>Floor Level</u>	<u>Unit No.</u>	<u>Parking Stall No.</u>	<u>Total Floor Area (sq. ft.)</u>	<u>Common Interest</u>
Gr. Floor	111	228 & 226C	1620.00	.58%
	112	227 & 225C	1532.00	.55%
	113	222 & 224C	1387.00	.49%
	114	229 & 230C	253.00	.10%
2	211	221 & 223C	1610.00	.57%
	212	231, 232C & 236	2374.00	.84%

<u>Floor Level</u>	<u>Unit No.</u>	<u>Parking Stall No.</u>	<u>Total Floor Area (sq. ft.)</u>	<u>Common Interest</u>
7	711	378	1089.00	.40%
	712	377	1334.00	.49%
	713	376	1057.00	.39%
	714	360C	818.00	.30%
	715	359C	931.00	.35%
	716	353C	867.00	.31%
8	811	375	1089.00	.40%
	812	374	1334.00	.49%
	813	373	1057.00	.39%
	814	352C	818.00	.30%
	815	350C	931.00	.35%
	816	349C	867.00	.31%
9	911	361	1089.00	.40%
	912	358	1334.00	.49%
	913	357	1057.00	.39%
	914	348C	818.00	.30%
	915	347C	931.00	.35%
	916	346C	867.00	.31%
10	1011	356	1089.00	.40%
	1012	355	1334.00	.49%
	1013	354	1057.00	.39%
	1014	345C	818.00	.30%
	1015	320C	931.00	.35%
	1016	319C	867.00	.31%
11	1111	351	1089.00	.40%
	1112	344	1334.00	.49%
	1113	343	1057.00	.39%
	1114	318C	818.00	.30%
	1115	317C	931.00	.35%
	1116	316C	867.00	.31%
12	1211	342	1089.00	.40%
	1212	341	1334.00	.49%
	1213	340	1057.00	.39%
	1214	315C	818.00	.30%
	1215	314C	931.00	.35%
	1216	313C	867.00	.31%
13	1311	339	1089.00	.40%
	1312	338	1334.00	.49%
	1313	337	1057.00	.39%
	1314	312C	818.00	.30%
	1315	311C	931.00	.35%
	1316	310C	867.00	.31%
14	1411	336	1089.00	.40%
	1412	335	1334.00	.49%
	1413	334	1057.00	.39%
	1414	308C	818.00	.30%
	1415	307C	931.00	.35%
	1416	301C	867.00	.31%

<u>Floor Level</u>	<u>Unit No.</u>	<u>Parking Stall No.</u>	<u>Total Floor Area (sq. ft.)</u>	<u>Common Interest</u>
15	1511	333	1089.00	.40%
	1512	332	1334.00	.49%
	1513	331	1057.00	.39%
	1514	300C	818.00	.30%
	1515	298C	931.00	.35%
	1516	297C	867.00	.31%
16	1611	330	1089.00	.40%
	1612	329	1334.00	.49%
	1613	328	1057.00	.39%
	1614	296C	818.00	.30%
	1615	295C	931.00	.35%
	1616	294C	867.00	.31%
17	1711	327	1089.00	.40%
	1712	326	1334.00	.49%
	1713	325	1057.00	.39%
	1714	293C	818.00	.30%
	1715	276C	931.00	.35%
	1716	275C	867.00	.31%
18	1811	324	1089.00	.40%
	1812	323	1334.00	.49%
	1813	322	1057.00	.39%
	1814	274C	818.00	.30%
	1815	273C	931.00	.35%
	1816	272C	867.00	.31%
19	1911	321	1089.00	.40%
	1912	309	1334.00	.49%
	1913	306	1057.00	.39%
	1914	271C	818.00	.30%
	1915	270C	931.00	.35%
	1916	269C	867.00	.31%
20	2011	305	1089.00	.40%
	2012	304	1334.00	.49%
	2013	303	1057.00	.39%
	2014	268C	818.00	.30%
	2015	267C	931.00	.35%
	2016	266C	867.00	.31%
21	2111	302	1128.00	.42%
	2112	299	1334.00	.49%
	2113	292	1057.00	.39%
	2114	250C	818.00	.30%
	2115	249C	931.00	.35%
	2116	248C	867.00	.31%
22	2211	291	1128.00	.42%
	2212	290	1334.00	.49%
	2213	289	1057.00	.39%
	2214	247C	818.00	.30%
	2215	246C	931.00	.35%
	2216	259	1113.00	.39%

<u>Floor Level</u>	<u>Unit No.</u>	<u>Parking Stall No.</u>	<u>Total Floor Area (sq. ft.)</u>	<u>Common Interest</u>
23	2311	288	1128.00	.42%
	2312	287	1334.00	.49%
	2313	286	1057.00	.39%
	2314	245C	818.00	.30%
	2315	258	931.00	.35%
	2316	257	1113.00	.39%
24	2411	285	1128.00	.42%
	2412	284	1334.00	.49%
	2413	283	1057.00	.39%
	2414	256	818.00	.30%
	2415	255	931.00	.35%
	2416	254	1113.00	.39%
25	2511	282	1128.00	.42%
	2512	281	1334.00	.49%
	2513	280	1057.00	.39%
	2514	253	818.00	.30%
	2515	252	931.00	.35%
	2516	251	1113.00	.39%
26	2611	279 & 233C	1128.00	.42%
	2612	278 & 234C	1334.00	.49%
	2613	277	1057.00	.39%
	2614	244	818.00	.30%
	2615	243	931.00	.35%
	2616	242	1113.00	.39%
27	2711	265 & 206C	1128.00	.42%
	2712	264 & 207C	1334.00	.49%
	2713	263	1057.00	.39%
	2714	241	818.00	.30%
	2715	240	931.00	.35%
	2716	239 & 235C	1113.00	.39%
28	2811	262 & 208	1128.00	.42%
	2812	204 & 205	1334.00	.49%
	2813	260 & 261	1057.00	.39%
	2814	238	818.00	.30%
	2815	237	931.00	.35%
	2816	202 & 203	1113.00	.39%
29	2911	209 & 210	1128.00	.42%
	2912	211 & 212	1334.00	.49%
	2913	213 & 214	1057.00	.39%
	2914	217 & 218	818.00	.30%
	2915	220 & 219C	931.00	.35%
	2916	215 & 216	1113.00	.39%
TOTALS	144	166	151,303.00	55.47%

The approximate total square footage areas for the enclosed portions of the Commercial Apartments will be computed from and to the interior surface of the apartment perimeter walls (to the inside face of the window glass) and include the areas of all common elements located within the Commercial Apartments.

(2) Access to Common Elements: Commercial Apartments 111 through 114 on the ground floor will have immediate access to the ground floor, and all common elements located therein. Commercial Apartments 211 and 212 on the second floor each will have immediate access to two (2) elevators, one (1) stairwell, one (1) men's bathroom, one (1) women's bathroom, as well as to corridors leading to the mezzanine area and ground floor arcade area. The Commercial Apartments on floors 7 through 29 each will have access to one (1) men's bathroom, one (1) women's bathroom, two (2) stairwells and four (4) elevators leading to the ground floor and all common elements located therein.

(3) Other Data Identifying and Defining the Apartments: The respective Commercial Apartments shall not include: (i) the undecorated or unfinished surfaces of the perimeter (including party) walls or interior load-bearing walls, (ii) the floors and ceilings surrounding each apartment, or (iii) any pipes, shafts, wires, conduits or other utility or service lines which are utilized for or serve more than one apartment, the same being deemed common elements as herein-after provided. Each Commercial Apartment shall be deemed to include: (i) any adjacent lanai to which such apartment has direct, exclusive access, (ii) all the walls and partitions which are not load-bearing within its perimeter walls, (iii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such apartment which are utilized for and serve only that apartment, (iv) the inner decorated or finished surfaces of all walls, floors and ceilings, (v) any doors, windows or panels along the perimeters, and (vi) all appliances and fixtures installed therein.

c. Parking Garage Apartment: The Declaration states that a single estate will be designated in the spaces bounded by the walls, floors and ceilings of (i) each of the lowest two basement levels of the building (designated "B-2" and "B-3" on the Condominium Map) and (ii) those portions of the first basement level (designated "B-1" on the Condominium Map) consisting of parking stalls numbered 162 through 200 on the Condominium Map and those areas designated on the Condominium Map as Ramp No. 1A, Circulation Area No. 1 and Circulation Area No. 2 (excluding, however, the elevator wells and elevator cabs located therein), which spaces are referred to herein and in the Declaration as the "Parking Garage Apartment". The Parking Garage Apartment contains a total of two hundred (200) parking stalls with driveways and ramps.

(1) Location and Description of Parking Garage Apartment: The Parking Garage Apartment will contain a total area of 75,227.88 square feet, and the percentage common interest appurtenant to the Parking Garage Apartment will be 25.00%. The location of the Parking Garage Apartment is shown on the Condominium Map and it is further described as follows:

The eighty-two (82) parking stalls on basement level B-3 will be numbered consecutively from 1 to 82C. (Parking stall numbers which are followed by a "C" denote parking stalls for compact cars.) Basement level B-3 will also include parking aisles, circulation areas, eight (8) storage rooms, a lobby area, two (2) stairwells and two (2) elevators.

The seventy-nine (79) parking stalls on basement level B-2 will be numbered consecutively from 83 to 161C. Basement level B-2

will also include parking aisles, circulation areas, eight (8) storage rooms, a lobby area, two (2) elevators, and two (2) stairwells.

The thirty-nine (39) parking stalls which will be a part of the Parking Garage Apartment and which will be located on basement level B-1 will be numbered consecutively from 162 through 200. The portion of the Parking Garage Apartment located on basement level B-1 also will include Ramp No. 1A, Circulation Area No. 1, and Circulation Area No. 2, all as designated on the Condominium Map.

(2) Access to Common Elements: In addition to the two (2) stairways, two (2) elevators, and ramps located on each of basement levels B-2 and B-3, the Parking Garage Apartment also will have access to other ramps, elevators and stairways on basement level B-1 leading to the ground floor and other common elements of the Project.

(3) Other Data Defining and Describing the Parking Garage Apartment: The Parking Garage Apartment shall not be deemed to include: (i) any elevator wells or elevator cabs, (ii) undecorated or unfinished surfaces of the perimeter (including party) walls or interior load-bearing walls, (iii) the demarcation lines, (iv) the floor and ceilings surrounding the apartment or (v) any pipes, wires, conduits or other utility or service lines which are utilized for or serve more than one apartment, the same being common elements as provided in the Declaration.

d. Cumulative Data Defining and Describing the Apartments: The grand totals of the foregoing data defining and describing the apartments in the project are as follows:

	<u>Total No. of Apts.</u>	<u>Total Parking Stalls</u>	<u>Total Area</u>	<u>Total Common Interest</u>
Residential Apartments	116	116*	56,143.00	19.53%
Commercial Apartments	144	166*	151,303.00	55.47%
<u>Parking Garage Apartment</u>	<u>1</u>	<u>200</u>	<u>75,227.88</u>	<u>25.00%</u>
Grand Total	261	482	282,673.88	100.00%

(*NOTE: These parking stalls will be assigned to Commercial and Residential Apartments as limited common elements.)

COMMON ELEMENTS: The Declaration states that one freehold estate will be designated in all remaining portions of the project, herein and in the Declaration called the "common elements", including specifically but not limited to:

a. The Land.

b. All unfinished, undecorated portions of all perimeter (including party) and load-bearing walls, all structural components, foundations, floor slabs, columns, girders, beams, supports, halls, corridors, exterior stairs and stairways, unfinished perimeter walls and interior load-bearing walls and roofs and the Parking Garage Apartment demarcation lines.

c. All yards, grounds and landscaping and all refuse facilities, if any, whether within or appurtenant to the project.

d. All roads, ramps, parking areas, driveways and walkways not located within the Parking Garage Apartment which are rationally of common use by owners of more than one apartment.

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

f. The entirety of the fire sprinkler system, if any, including portions thereof installed within the various apartments.

g. Ground floor lobby, arcade, and outdoor park areas, mezzanine level area, storage areas, hallways, trash chutes, laundry chutes, and other similar areas not located inside apartments, which shall constitute common elements unless designated as limited common elements by the Declaration.

h. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: The Declaration states that certain parts of the common elements, herein and in the Declaration called the "limited common elements", will be designated, set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as set forth in the Declaration. The costs and expenses of every description pertaining to the limited common elements, including but not limited to the costs of maintenance, repair, replacement, improvement or additions to the limited common elements shall be charged to all apartment owners in the following equitable manner:

(i) With respect to those limited common elements appurtenant to the Commercial and Parking Garage Apartments, as a limited common expense payable by the owners of the Commercial and Parking Garage Apartments, in proportion to the Merchant's Percentage Interest, as shown in Exhibit A, appurtenant to their respective apartments, such expenses hereinafter referred to as "Common Commercial Elements Expenses". The Merchant's Percentage Interest is the ratio that the percentage common interest appurtenant to the respective Commercial or Parking Garage Apartment bears to the total percentage common interests appurtenant to all Commercial and Parking Garage Apartments.

(ii) With respect to those limited common elements appurtenant to the Residential Apartments, as a limited common expense payable by the owners of the Residential Apartments, in proportion to the Resident's Percentage Interest, as shown in Exhibit A, appurtenant to their respective apartments, such expenses hereinafter referred to as "Common Residential Elements Expenses". The Resident's Percentage Interest is the ratio that the percentage common interest appurtenant to the respective Residential Apartment bears to the total percentage common interests appurtenant to all Residential Apartments.

a. Each Residential and Commercial Apartment shall have appurtenant to it as a limited common element one or more parking stalls. The parking stalls shall be located as shown on the Condominium Map by stall numbers and are assigned to and appurtenant to their respective apartments as designated above.

The Developer reserves the right to assign and reassign stalls from time to time by amendment to the Declaration as provided therein. All costs and expenses of repaving, restriping or otherwise repairing such parking stalls shall be charged to each owner on a pro rata basis in direct proportion to the number of parking stalls appurtenant to the owner's apartment and all other costs and expenses attributable to such parking stalls shall be charged to each Residential and Commercial Apartment owner as a limited common expense.

b. The parking aisles, ramps, and traffic circulation areas on basement level B-1 will be limited common elements appurtenant to all Commercial Apartments and the Parking Garage Apartment.

c. The parking aisles, ramps, and traffic circulation areas on the ground floor will be limited common elements appurtenant to all Residential and Commercial Apartments, specifically excluding the Parking Garage Apartment; however, the owner of the Parking Garage Apartment will be reserved an easement area from the top of the ramp leading to the basement levels to the street, such area designated on the Condominium Map as "Municipal Parking Easement Area", for all purposes rationally related to the operation of a commercial parking enterprise or such other operation permitted by the Declaration. By the terms of this easement, the owner of the Parking Garage Apartment must cooperate in permitting the Association and the Merchant's and Resident's Associations to install and maintain any and all parking control equipment of their own.

d. The parking aisles, ramps, and traffic circulation areas from floor 2 through floor 6 will be limited common elements appurtenant to all Residential and Commercial Apartments, specifically excluding the Parking Garage Apartment.

e. The stairway designated as Stairway 5 on the Condominium Map will be a limited common element appurtenant to the Parking Garage Apartment and all Commercial Apartments.

f. The men's and women's bathrooms located on floor 2 will be limited common elements appurtenant to all Commercial Apartments.

g. The stairways designated as Stairway 1 and Stairway 2 on the Condominium Map will be limited common elements appurtenant to all Commercial Apartments.

h. The stairways designated as Stairway 3 and Stairway 4 on the Condominium Map will be limited common elements appurtenant to all Residential Apartments.

i. The stairway designated as Stairway 6 on the Condominium Map will be a limited common element appurtenant to all Commercial and Residential Apartments.

j. Except as specified otherwise in the Declaration, all common elements located in the Office Tower (other than structural

components of the building), including, but not limited to, elevators, lobbies and corridors, will be limited common elements appurtenant to the Commercial and Parking Garage Apartments.

k. Except as specified otherwise in the Declaration, all common elements located in the Residential Tower (other than structural components of the building), including, but not limited to, elevators, lobbies, corridors, and any and all recreational facilities, will be limited common elements appurtenant to the Residential Apartments.

INTEREST TO BE CONVEYED TO BUYER: The Declaration provides that each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project, herein and in the Declaration 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 the Declaration and herein.

Each apartment and its appurtenant common interest will be leased by the City and County of Honolulu to the buyer by an apartment lease.

EASEMENTS: The Declaration provides that in addition to any easements established in the limited common elements, the apartments and common elements will also have and be subject to a number of easements, including, for example:

1. The Parking Garage Apartment shall have appurtenant thereto a nonexclusive easement to use the area designated on the Condominium Map as the "Municipal Parking Easement Area" for such purposes rationally related to the operation of a commercial parking enterprise. The owner of the Parking Garage Apartment must, however, cooperate fully with the Association and the Sub-Associations with respect to any parking apparatus, parking maintenance equipment, or parking control operations instituted or installed by the Association or Sub-Associations.

2. Each apartment will have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided in the Declaration; and in all other apartments of the building for support; and subject to any changes with respect to the common elements pursuant to the provisions of Section 514A-13(d), Hawaii Revised Statutes.

3. If any part of the common elements encroaches upon any apartment or limited common element, or if any apartment encroaches upon the common elements or upon any other apartment, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event the building shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any part of the project, minor encroachments of any parts of the common elements, apartment units, or limited common elements due to such construction, shifting, settlement or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

4. Each apartment and limited common element will be subject to an easement, exercisable by the Board, appropriate Sub-Board, Managing Agent and Manager, in favor of the owners of all other apartments for access to any common elements located in such apartment or limited common element.

5. The Association or, if appropriate, the Merchants' or Resident's Associations, will have the right, to be exercised by the Board (or Sub-Board) at any time to grant within the common elements, easements and rights of way over, across, and under the common elements for utilities, sanitary and storm sewers, cable television, and other public services and to relocate, realign or cancel the same provided that such easements, their use, relocations, realignment, or cancellation will not materially impair or interfere with the use of any apartment.

6. The Association will have the right, to be exercised by its Board, the Managing Agent or Manager, to enter each apartment or limited common element from time to time during reasonable hours as may be appropriate for the operation of the project or for making emergency repairs therein which may be necessary to prevent damages to any apartment, common element, or limited common element.

7. The Developer, its agents, successors, mortgagees and assigns shall have the right to conduct extensive sales activities in the project, including the use of model apartments, sales and management offices, and extensive sales displays and activities as may be provided in any sales agreements between the Developer and the apartment owners, which right will be binding on such apartment owners and their successors, grantees and assigns.

8. The Developer, its agents, employees, contractors, licensees, successors, mortgagees and assigns will have an easement over and upon the project as may be reasonably necessary for the completion of the improvements of the project, and the correction of defects therein.

ALTERATION AND TRANSFER OF INTERESTS: The Declaration provides that the common interest and easements appurtenant to each apartment will have a permanent character and will not be altered without the consent of all of the apartment owners affected, expressed in an amendment to the Declaration duly recorded or except as otherwise set forth in the Declaration. The common interest and easements will not be separated from the apartment to which they appertain, and will be deemed to be conveyed, leased or encumbered with such apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument. The common elements will remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that:

1. The building and each of the units are intended and restricted as to use, and shall be used only for permitted purposes under applicable laws, and governmental rules, regulations, and ordinances, including residential, commercial, rental and office purposes. The Association, and, if appropriate, each Sub-Association, shall have the power to enact resolutions, rules and regulations, and to amend and

repeal the same from time to time, reasonably restricting and regulating the use of the units and the common and limited common elements; provided, that any such resolutions, rules or regulations shall be consistent with the terms of the Declaration, the Bylaws, all applicable laws, and all governmental rules and regulations.

2. The owners of the respective apartment units will have the absolute right to sell, lease, rent or otherwise transfer such units subject to all provisions of the Horizontal Property Act, the Declaration, and the Bylaws.

3. No apartment unit owner will or suffer or permit to be done anything on any unit or appurtenant limited common element or elsewhere on the project which will (a) injure the reputation of the project, or (b) jeopardize the safety or soundness of the project, or (c) create a nuisance or interfere with or unreasonably disturb the rights of other owners and occupants, or (d) reduce the value of the project, or (e) result in the cancellation of insurance applicable to the project, or adversely affect the right of recovery thereunder or result in reputable companies refusing to provide insurance as required or permitted by the Bylaws; or (f) increase the rate of insurance applicable to the units or the contents thereof or the project.

4. No owner of an apartment unit shall, without the written approval and consent of the appropriate Sub-Board, place or suffer to be placed or maintained any sign, awning or canopy, or advertising matter or decoration or lettering within or without the unit which shall be visible from the exterior thereof; provided, that the respective Sub-Boards, shall establish reasonable and uniform regulations permitting the placement and maintenance by each owner of identifying signs and insignia of such sizes and material and in such locations as shall be esthetically suitable and appropriate to the design and function of the project.

5. The owner of an apartment unit shall keep the interior of such unit and all plumbing, electrical and other such fixtures and appurtenances in good order and repair and shall be responsible for any damage or loss caused by failure to do so. Each owner shall have the right, at the sole cost and expense of such owner, to install, modify and remove partitions or mezzanines, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings, floors and walls of the unit, to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls, and to finish, alter or substitute any plumbing, electrical or other such fixtures attached to said ceilings, floors or walls, all of which shall be subject to the approval of the Board of Directors as may be required by the Horizontal Property Act; provided, however, that this Paragraph will not be construed as permitting interference with or damage to the structural integrity of any building or interference with the use and enjoyment of the common elements by other owners or violation of any building or fire codes, nor shall it be construed to limit the intent expressed in Paragraph 1 immediately above.

6. The owner(s) of adjacent units located in the same building shall have the right to remove party walls between such units and combine such units into a single unit subject to the requirements set forth in the Declaration. The combination of such units shall not increase or decrease the total common interests appurtenant to the units prior to combination.

7. The owner of the Parking Garage Apartment shall have the right to convert the use of its apartment to commercial retail or office use, and in connection therewith may make alterations to the Parking Garage Apartment as permitted in the Declaration.

8. The Commercial Apartments on floors 7 through 29 shall be used only for office purposes.

OWNERSHIP OF TITLE: The Preliminary Report issued by FOUNDERS TITLE & ESCROW OF HAWAII, dated March 4, 1985, shows that the subject land is owned in fee simple by The City and County of Honolulu (herein referred to as the "Fee Owner"). The Developer currently holds development rights to the subject land pursuant to which it will enter into a Master Lease with the Fee Owner covering the subject land.

ENCUMBRANCES AGAINST TITLE: The Preliminary Report issued by FOUNDERS TITLE & ESCROW OF HAWAII, dated March 4, 1985, shows the following encumbrances against the land:

1. For any real property taxes that may be due and owing, reference is made to the office of the Finance Director, City and County of Honolulu.

2. (Parcels I & V Only): Title to all minerals and metallic mines reserved to the State of Hawaii.

3. (Parcel V Only):

(a) a party wall jointly owned by the City and County of Honolulu and National Mortgage and Finance Co., Ltd., along Course 1 of the modern metes & bounds survey describing Parcel V hereof, as set forth by instrument dated September 9, 1981, recorded September 18, 1981 in Book 15830, Page 191.

(b) Reservation in favor of the City and County of Honolulu, its successors or assigns, an easement for rapid transit system (Parcel E-1), as reserved in that certain instrument dated September 9, 1981, recorded in Book 15830, Page 191.

4. (All Parcels): Terms, Provisions, Conditions and Restrictions contained in that certain Development Agreement dated September 9, 1981, filed as Document No. 1085085 and also recorded in Book 15830, Page 191, executed by City and County of Honolulu, a municipal corporation of the State of Hawaii, and running in favor of Tecon Realty Corporation, a Nevada corporation, as amended and extended by instrument dated August 9, 1982, filed as Document No. 1132613, and also recorded in book 16586, Page 784, extending the construction commencement date to July, 1984 and completion date to January, 1986, and further amended and extended for an additional 9-month extension of the development time schedule, by instrument dated December 31, 1984, filed as Document No. 1281448, and also recorded in Book 18434, Page 462.

5. (All Parcels): Any unrecorded or unfiled subleases or rental agreements and any liens, charges or exceptions against any sublessees or tenants named therein.

PURCHASE MONEY HANDLING: Two (2) specimen forms of Reservation Agreement Sales Contract (one for the Residential Apartments and one for the Commercial Apartments) (together called "Sales Contract") and a copy of the executed Escrow Agreement dated March 22, 1985, between King Escrow Service Corporation, a Hawaii corporation, as "Escrow", and Developer, as "Seller", have been submitted to the Real Estate Commission as part of this registration. Upon examination, the specimen forms of Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended.

The executed Escrow Agreement provides in part that if at any time (a) Escrow receives written notice from Developer to return to a purchaser under a Sales Contract the funds of such purchaser then held by Escrow under the Escrow Agreement, or (b) a purchaser who has not executed and returned the Final Report Receipt and Notice ("Notice") required by Section 514A-62, Hawaii Revised Statutes, and has not waived his right to cancel, notifies Escrow in writing that he has cancelled his Sales Contract and requests a refund of his escrowed funds, or (c) there is a material change in the project of a type which gives purchaser a right to cancel his Sales Contract pursuant to Chapter 514A of the Hawaii Revised Statutes (unless purchaser's written approval of acceptance of the specific change is obtained, or is deemed by the Act to be obtained) and the purchaser shall request the refund, then in any such event, provided Developer notifies Escrow in writing that the purchaser is entitled to such refund, Escrow shall return such funds to the purchaser, without interest earned unless otherwise instructed by Developer and furthermore unless Developer shall otherwise instruct Escrow, less: (1) Escrow's cancellation fee of a minimum of \$35.00 per unit (unless the cancellation is pursuant to (b) or (c) above), (2) any mortgagee's cancellation fee, and (3) all other costs, if any, which have been incurred in connection with the Escrow mortgage processing, closing or legal documentation. In such event, the Escrow Agreement further provides that Escrow shall hold the Sales Contract and any Apartment Lease previously delivered to Escrow and any mortgage documents which may have been executed shall be returned to the mortgagee, and Developer and the purchaser shall be deemed no longer bound by the terms of the Sales Contract.

Among other provisions, the specimen Sales Contract provides:

1. The mortgage and other liens which will secure the Developer's first mortgage interim construction loan (renewals and extensions) for the construction of the project shall be and remain at all times a superior lien on the project, and purchasers intentionally waive and subordinate their interests under the Sales Contract in favor of the priority of all such liens.

2. That said Sales Contract is only a reservation agreement until a true copy of the Final Public Report (with all supplementary public reports, if any) together with the Receipt and Notice of Right to Cancel Form (the "Receipt Form") is delivered to the Purchaser, the Purchaser has an opportunity to read the report(s) and executes the Receipt Form waiving his right to cancel and gives Developer the Receipt Form whereupon, on the date the Receipt Form is given to Developer (called the "Effective Date") the Sales Contract shall become a binding sales contract (subject only to any applicable provisions of the Horizontal Property Act). Until the Effective Date, the Sales Contract may

be unconditionally cancelled at any time by either the Developer or the purchaser (at which time the purchaser's deposit without interest will be refunded in full). However, it is important for the purchaser to review Section D.33 of the Sales Contract with respect to the provisions pertaining to purchaser's application for financing. Purchaser will be responsible for any mortgagee's processing costs and cancellation fees in the event of a cancellation of the Sales Contract, except only in the specific situation described in Section D.33.

3. Purchaser should also note that the Sales Contract places restrictions on selling or assigning the Sales Contracts.

4. The purchaser acknowledges awareness and acceptance of certain conditions of the project including the limitations on voting rights, reserved rights of the Lessor, and Developer as set forth in the Sales Contract, Apartment Lease and Declaration.

5. Purchasers further are advised that Developer has made no representations and has not authorized any representations to be made by any sales agent concerning any services or arrangements relating to the rental or sale or management of the purchaser's unit.

6. Purchasers are further advised that any and all interest paid on purchasers' deposits will be and become the property of the Developer. The Sales Contract provides that interest earned on purchasers' deposits shall accrue to the credit of and shall be paid to Developer.

7. As provided in Section D.8 and D.25 of the Sales Contract, the purchaser acknowledges that minor construction activity may continue on the site after purchaser has occupied his apartment, which may result in noise, dust or other annoyances. The addition, as further provided in said Section D.25, the Developer's sales activities, including the use of model units and signs and the use of the lobby area and other common elements for sales displays and related activities, may continue until the last apartment in the Project is sold.

8. The Sales Contract for the Commercial Apartments provides that the Commercial Apartment units are being sold as loft space and that all interior improvements to the Commercial Apartment are to be made by the purchaser. Developer will provide the Purchaser a specified allowance for interior improvements which will be paid to purchaser's contractor and architect after completion of the interior improvements for purchaser's Commercial Apartment.

9. The Sales Contract and the Developer's Disclosure Abstract describe the Developer's limited warranty and disclaimer of any other express warranties and disclaimer of any implied warranties of merchantability, of fitness for a particular purpose or use, of workmanship and any other implied warranties.

10. It is incumbent upon the prospective purchaser that he read with care the specimen Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of units are placed in trust, as well as the retention and disbursement of the proceeds of said trust fund. The Sales Contract sets forth when purchaser's payments are payable. All payments other than funds from any mortgage lender must be paid to Escrow at the times specified in the Sales Contract, and all of purchaser's deposits must be paid to Escrow upon the notification of commencement of construction.

PROGRAM OF FINANCING: Developer has not yet obtained an interim construction loan or entered into a construction contract for CAPITAL PACIFIC PLAZA.

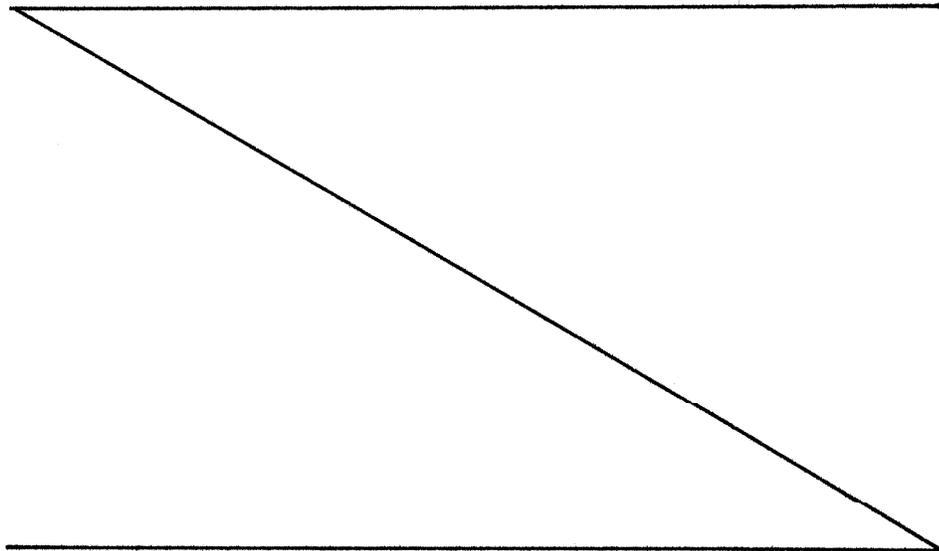
MANAGEMENT AND OPERATION: The proposed Bylaws of Association of Apartment Owners of Capital Pacific Plaza provide that the administration of the project shall be vested in its Association of Apartment Owners, consisting of all apartment owners of the project; the Merchant's Association, consisting of all Commercial and Parking Garage Apartment owners of the project; and the Resident's Association, consisting of all Residential Apartment owners of the project, all in accordance with the Bylaws. Administration, fiscal management and the operation of the property, and the maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, and perpetual maintenance of the open areas and private roadways and utilities of the Project, shall be in accordance with the provisions of the Horizontal Property Act, the Declaration and the Bylaws.

The Bylaws and Declaration provide that operation of the Project shall be conducted for the Association and Sub-Associations by a responsible corporate Managing Agent duly registered with the Real Estate Commission of the State of Hawaii who shall be appointed by the Association in accordance with the Bylaws and the Act. Developer anticipates selecting FIRST AMERICAN MANAGEMENT, whose principal place of business and post office address is 900 Fort Street Mall, Pioneer Plaza, Suite 1210, Honolulu, Hawaii 96813, as the initial Managing Agent.

STATUS OF PROJECT: Construction of the project is expected to commence June 1, 1985 with the estimated date of completion June 1, 1987.

The buyer or prospective buyer should be aware of the fact that this published report represents information disclosed by the Developer in the Notice of Intention filed on March 25, 1985, and information subsequently filed as of April 22, 1985.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1672 filed with the Commission on March 25, 1985.



This report when reproduced, will be a true copy of the Commission's public report. The paper stock used in making facsimiles must be in yellow.



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
Federal Housing Administration
Escrow Agent

Registration No. 1672

Date: April 26, 1985

EXHIBIT A

MERCHANTS' AND RESIDENTS' PERCENTAGE INTERESTS

MERCHANTS' PERCENTAGE INTERESTS

<u>Apartment</u>	<u>Merchant's Percentage Interest</u>
Parking Garage Apartment	32.58%
111	.70%
112	.67%
113	.60%
114	.11%
211	.70%
212	1.03%
711	.49%
712	.60%
713	.47%
714	.37%
715	.41%
716	.38%
811	.49%
812	.60%
813	.47%
814	.37%
815	.41%
816	.38%
911	.49%
912	.60%
913	.47%
914	.37%
915	.41%
916	.38%
1011	.49%
1012	.60%
1013	.47%
1014	.37%
1015	.41%
1016	.38%
1111	.49%
1112	.60%
1113	.47%
1114	.37%
1115	.41%
1116	.38%
1211	.49%
1212	.60%
1213	.47%
1214	.37%
1215	.41%
1216	.38%
1311	.49%
1312	.60%
1313	.47%
1314	.37%

<u>Apartment</u>	<u>Merchant's Percentage Interest</u>
1315	.41%
1316	.38%
1411	.49%
1412	.60%
1413	.47%
1414	.37%
1415	.41%
1416	.38%
1511	.49%
1512	.60%
1513	.47%
1514	.37%
1515	.41%
1516	.38%
1611	.49%
1612	.60%
1613	.47%
1614	.37%
1615	.41%
1616	.38%
1711	.49%
1712	.60%
1713	.47%
1714	.37%
1715	.41%
1716	.38%
1811	.49%
1812	.60%
1813	.47%
1814	.37%
1815	.41%
1816	.38%
1911	.49%
1912	.60%
1913	.47%
1914	.37%
1915	.41%
1916	.38%
2011	.49%
2012	.60%
2013	.47%
2014	.37%
2015	.41%
2016	.38%
2111	.50%
2112	.60%
2113	.47%
2114	.37%
2115	.41%
2116	.38%
2221	.50%
2212	.60%
2213	.47%
2214	.37%
2215	.41%
2216	.50%

<u>Apartment</u>	<u>Merchant's Percentage Interest</u>
2311	.50%
2312	.60%
2313	.47%
2314	.37%
2315	.41%
2316	.50%
2411	.50%
2412	.60%
2413	.47%
2414	.37%
2415	.41%
2416	.50%
2511	.50%
2512	.60%
2513	.47%
2514	.37%
2515	.41%
2516	.50%
2611	.50%
2612	.60%
2613	.47%
2614	.37%
2615	.41%
2616	.50%
2711	.50%
2712	.60%
2713	.47%
2714	.37%
2715	.41%
2716	.50%
2811	.50%
2812	.60%
2813	.47%
2814	.37%
2815	.41%
2816	.50%
2911	.50%
2912	.60%
2913	.47%
2914	.37%
2915	.41%
2916	.50%
145	TOTAL 100%

RESIDENTS' PERCENTAGE INTERESTS

<u>Apartment</u>	<u>Resident's Percentage Interest</u>
301	.90%
302	.90%
401	.90%
402	.90%
501	.90%
502	.90%
601	.90%
602	.90%
706	1.56%
701	.90%
702	.90%
703	.80%
704	.80%
705	.80%
806	1.61%
801	.90%
802	.90%
803	.57%
804	.57%
805	.57%
906	1.61%
901	.90%
902	.90%
903	.57%
904	.57%
905	.57%
1006	1.61%
1001	.90%
1002	.90%
1003	.57%
1004	.57%
1005	.57%
1106	1.61%
1101	.90%
1102	.90%
1103	.57%
1104	.57%
1105	.57%
1206	1.61%
1201	.90%
1202	.90%
1204	.57%
1205	.57%
1306	1.61%
1301	.90%
1302	.90%
1303	.57%
1304	.57%
1305	.57%
1406	1.61%
1401	.90%

<u>Apartment</u>	<u>Resident's Percentage Interest</u>
1402	.90%
1403	.57%
1404	.57%
1405	.57%
1506	1.61%
1501	.90%
1502	.90%
1503	.57%
1504	.57%
1505	.57%
1606	1.61%
1601	.90%
1602	.90%
1603	.57%
1604	.57%
1605	.57%
1706	1.61%
1701	.90%
1702	.90%
1703	.57%
1704	.57%
1705	.57%
1806	1.61%
1801	.90%
1802	.90%
1803	.57%
1804	.57%
1805	.57%
1906	1.61%
1901	.90%
1902	.90%
1903	.57%
1904	.57%
1905	.57%
2006	1.61%
2001	.90%
2002	.90%
2003	.57%
2204	.57%
2005	.57%
2106	1.61%
2101	.90%
2102	.90%
2103	.57%
2104	.57%
2105	.57%
2206	1.61%
2201	.90%
2202	.90%
2203	.57%
2204	.57%
2205	.57%
2306	1.61%
2301	.90%
2302	.90%

<u>Apartment</u>		<u>Resident's Percentage Interest</u>
2303		.57%
2304		.57%
2305		.57%
2406		1.61%
2401		.90%
2402		.90%
2403		.57%
2404		.57%
2405		.57%
<hr/>		
116	TOTAL	100%