

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer MYERS KING STREET PARTNERS
Address 745 Fort Street, Suite 1500, Honolulu, Hawaii 96813
Project Name(\*) ONE ARCHER LANE
Address 801 South King Street, Honolulu, Hawaii 96813

Registration No. 3395

Effective date: March 13, 1996
Expiration date: April 13, 1997

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.

X FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[ ] No prior reports have been issued.
[X] This report supersedes all prior public reports.
[ ] This report must be read together with

SUPPLEMENTARY: (pink) This report updates information contained in the:
[ ] Preliminary Public Report dated:
[ ] Final Public Report dated:
[ ] Supplementary Public Report dated:

And [ ] Supersedes all prior public reports
[ ] Must be read together with
[ ] This report reactivates the public report(s) which expired on

(\*) Exactly as named in the Declaration
FORM: RECO-30 286/986/189/1190/892

**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

Required and attached to this report

Not Required - disclosures covered in this report.

**Summary of Changes from Earlier Public Reports:**

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made are as follows:

1. Myers King Street Partners, a Hawaii limited partnership in which Myers King Street Corporation is the general partner, is now the developer of the Project. Page 5 contains detailed information on this change.
2. As shown on Exhibit F, the Apartments on the Penthouse Floor of the Project are now designated as Apartment Type A-PH, B-PH, or C-PH to reflect the fact that, as shown on the Condominium Map, those Apartments have slightly different air conditioning system closets than the Apartments in the Project designated as Types A, B, and C that are located on lower floors.
3. As shown on Exhibit D, the description of the Industrial Apartment in the Declaration has been revised to clarify that that Apartment includes any separate emergency electrical generator and other electrical generation or distribution equipment, and any water heating or distribution equipment that serves only the Industrial Apartment.
4. As shown on Exhibit G, Article B, Section 3 of the Declaration has been revised to clarify that the Common Elements of the Project shall also include the following: the parking security gates and equipment; common utility drain lines; and the parcel boxes near the mail room in the ground floor residential lobby.
5. As shown on Exhibit H, Article B, Section 4(c) of the Declaration has been revised to clarify that the following elements of the Project are Limited Common Elements of the Residential Apartments: the emergency electrical generator located in the emergency generator room located next to Industrial Apartment loading dock; the roof top and ground floor water heaters and other equipment located in any part of the Project outside of the Residential Apartments that are exclusively used to provide heated water to the Residential Apartments; the Residential Apartment lanai slabs; the ground floor residential elevator lobby corridor and parcel boxes; the Ninth Floor Residential Recreation Area pedestal deck and the adjoining restrooms and storage area; the pumps and other pool equipment located in the eighth floor pool equipment room; and the air conditioning equipment used to cool lobbies, corridors, and other areas used exclusively by Residential Apartment Owners. Exhibit H also shows that the following are now designated as Limited Common Elements of the Industrial Apartment: the Industrial Antenna Area and the equipment located outside of the Industrial Apartment that is used exclusively in connection with the Industrial Apartment's electrical generation or distribution equipment, water heating or distribution equipment, or broadcast, communications and other related equipment. The Declaration and the Bylaws have also been revised to provide that the Association's responsibility to maintain the roof of the Project includes maintenance of the Industrial Antenna Area (but not the Communications Equipment installed thereon).
6. As explained in Exhibit E, Article B, Section 4(e) of the Declaration has been replaced by a new Article M, Section 4 of the Declaration that clarifies the manner in which the owner of the Industrial Apartment in the Project may install certain types of communications equipment on the Industrial Antenna Area on the roof of the Project. A new Exhibit D has been added to the Declaration showing certain types of communications equipment that have been preapproved for installation.
7. As shown in Exhibit A, Article M of the Declaration has been expanded to permit the Developer to (1) reconfigure the Industrial Apartment, (2) reconfigure the parking in the Project to increase the total number of stalls, make other changes necessary to accommodate that reconfiguration, and reallocate parking stalls, and (3) replace the Project's existing easements over most of Archer Lane with a new easement over all of Archer Lane that the owner of Archer Lane, Hawaiian Electric Company, Inc. has agreed to grant as soon as the new easement is approved by the Public Utilities Commission. The Developer's proposed reconfiguration and reallocation of the Project's parking is discussed in detail in Exhibits O, P and Q. The planned replacement of the existing easements over Archer Lane is explained in Exhibit N.
8. Fee title to the lands underlying the Project is currently held by Malama Development Corp. and P. Schubert Properties Limited Partnership, subject to an agreement of sale and a lease/option, respectively, in favor of the Developer. Accordingly, the Declaration and Bylaws have been executed by the fee owners as well as the Developer. As detailed in Exhibit B, the Developer will close its purchase

of the fee interest in the Land pursuant to the agreement of sale and lease/option prior to the start of construction of the Project, and all Apartments will be conveyed to purchasers in fee.

9. As shown on Exhibit I, the Land underlying the Project is now subject to a Development Agreement between the Hawaii Community Development Authority ("HCDA") and Myers King Street Corporation that requires the Developer to (1) develop the Land in conformity with the HCDA Planned Development Permit for the Project and the applicable Kakaako zoning rules, (2) pay a fee in lieu of building "reserved" affordable housing in the Project, and (3) pay another fee as a public facilities fee. This Agreement also provides that the Developer and its successors (e.g., the Project's Association or owners of Apartments in the Project) shall participate in any HCDA District-Wide Improvement Program at the time said program is implemented and be subject to any assessments that may be assessed from time to time under that program. Article J of the Declaration has been revised to clarify that any such assessments against the Association shall be a common expense of the Project. This Agreement also provides that no lanais in the Project shall be enclosed unless the Kakaako Community Development District Mauka Area Plan and Rules relating to the addition of floor area to the Project have been satisfied. (Lanai enclosures are also prohibited by Article V, Section 1(g) of the Bylaws.) As shown in Section III(c)(10) of this report, the Project will also be subject to an agreement regarding a variance granted for the Project's custom sidewalk finish that is attached as Exhibit S.

10. Article F, Section 4 of the Declaration has been revised to clarify that Section's effect on the use of the Industrial Apartment.

11. Article III of the Bylaws has been revised to give the owner of the Industrial Apartment in the Project an annual option to appoint a representative to sit on the Project's Board of Directors for a one year term. The appointment of such a representative will not affect the number of directors to be elected by the members of the Association.

12. Article III, Section 9 of the Bylaws has been revised to conform with FNMA guidelines regarding the deadlines by which the Project's Owners Association must hold its first meeting.

13. Article VI, Section 4 of the Bylaws has been revised to clarify when special assessments to pay for additions or improvements to the Common Elements may be assessed against the Owner of the Industrial Apartment.

14. Article X, Section 15 of the Bylaws has been revised to require the Industrial Apartment Owner's consent to any amendments to provisions of the Bylaws that specifically pertain to the Industrial Apartment.

15. The gross living areas of Apartment Types A, A9, and A-PH as shown on Exhibit F have been reduced by two (2) square feet. The lanai areas of Apartment Types A and A-PH as shown on Exhibit F have been increased by one (1) square foot. The lanai areas of Apartment Types B and B-PH as shown on Exhibit F have increased by eight (8) square feet. The gross living area of Apartment Type E as shown on Exhibit F has been increased by four (4) square feet.

16. The restrictions on pets in the Project's Bylaws and House Rules have been revised to clarify that rabbits and similar small household pets are permitted, subject to the rules to which all pets are subject.

**NOTE:**

AS EXPLAINED IN THE LETTER FROM THE DIRECTOR OF THE BUILDING DEPARTMENT OF THE CITY & COUNTY OF HONOLULU ON FILE WITH THE REAL ESTATE COMMISSION, THE DEVELOPER'S APPLICATION FOR A BUILDING PERMIT FOR THIS PROJECT HAS BEEN APPROVED SUBJECT TO CERTAIN CONDITIONS. THE BUILDING PERMIT WILL BE ISSUED, PRIOR TO THE START OF CONSTRUCTION, UPON THE DEVELOPER'S PAYMENT OF THE BUILDING PERMIT FEES. DEVELOPER WILL NOT START CONSTRUCTION ON THE PROJECT AND PURCHASERS' FUNDS WILL NOT BE RELEASED FROM ESCROW UNTIL THE BUILDING PERMIT HAS BEEN ISSUED.

SINCE THE DEVELOPER IS IN THE PROCESS OF AMENDING THE CONDOMINIUM DECLARATION, PROSPECTIVE PURCHASERS SHOULD READ WITH CARE EXHIBITS O, Q & R OF THIS REPORT TO CONFIRM HOW, IF AT ALL, THE AMENDMENTS MAY AFFECT THEIR EXPECTATIONS. WAIVER OF PURCHASERS' RIGHTS TO RESCIND THEIR SALES CONTRACTS AFTER RECEIPT OF THIS PUBLIC REPORT ASSUMES PURCHASERS' ACCEPTANCE OF THE DEVELOPER'S PROPOSED CHANGES AS DISCLOSED HEREIN.



## **General Information On Condominiums**

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

## **Operation of the Condominium Project**

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

**L PERSONS CONNECTED WITH THE PROJECT**

Developer: MYERS KING STREET PARTNERS Phone: (808) 521-9400  
Name (Business)  
745 Fort Street Mall, Suite 1500  
Business Address  
Honolulu, Hawaii 96813

Names of officers or general partners of developers who are corporations or partnerships:

Myers King Street Corporation, a Hawaii corporation, is the general partner of Myers King  
Street Partners, a Hawaii limited partnership. The officers of Myers King Street Corporation  
are: Jack E. Myers, President; William L. Beaton, Vice President; and Zelig K. Myers,  
Secretary and Treasurer

Real Estate  
Broker: The Prudential Locations, Inc. Phone: (808) 545-8800  
Name (Business)  
Seven Waterfront Plaza, Suite 210  
Business Address  
Honolulu, Hawaii 96813

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211  
Name (Business)  
235 Queen Street  
Business Address  
Honolulu, Hawaii 96813

General  
Contractor: Fletcher Pacific Construction Co. Phone: (808) 533-5000  
Name (Business)  
707 Richards Street, Suite 400  
Business Address  
Honolulu, Hawaii 96813

Condominium  
Managing  
Agent: Chaney Brooks & Co. Phone: (808) 544-1600  
Name (Business)  
606 Coral Street  
Business Address  
Honolulu, Hawaii 96813

Attorney for  
Developer: Eric A. James, Esq. Phone: (808) 523-2500  
Carlsmith, Ball, Wichman, Case & Ichiki (Business)  
Name  
1001 Bishop Street, 2200 Pacific Tower  
Business Address  
Honolulu, Hawaii 96813

**II. CREATION OF THE CONDOMINIUM;  
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

- A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

Proposed  
 Recorded - Bureau of Conveyances Document No. 96-014554  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court Document Number 2288037

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

**See Exhibits N, O and R for information on amendments Developer proposes to make before conveying Apartments to purchasers.**

- B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed  
 Recorded - Bureau of Conveyances Condo Map No. 2351  
 Filed - Land Court Condo Map No. 1139

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

**See Exhibits O and R for information on amendments Developer proposes to make before conveying Apartments to purchasers.**

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed  
 Recorded - Bureau of Conveyances Document No. 96-014555  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court Document No. 2288038

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed                       Adopted                       Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents**

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65 - 67%**</u>
House Rules	---	<u>Majority Vote of Board of Directors</u>

\* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

\*\* In general, a vote of at least 65% of the Common Interest is necessary to amend the Bylaws of the Association of Apartment Owners of One Archer Lane; as set forth in Article X, Section 15 of the Bylaws, however, the vote of at least 67% of the Common Interest is required to make certain material amendments of the Bylaws.

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

**See Exhibit A**

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] Fee Simple: Individual apartments and the common elements, which includes the underlying land, will be in fee simple. See Exhibit B. The Developer is the purchaser of the fee interest in a portion of the land underlying the Project under an agreement of sale that will close prior to or at the funding of the construction loan for the Project.

[X] Leasehold or Subleasehold: Individual apartments and the common elements, which includes the underlying land will be leasehold. See Exhibit B. The Developer presently has a leasehold interest in the balance of the land underlying the Project and has exercised an option to purchase the fee interest in that portion of the land that will close prior to or at funding of the construction loan for the Project.

As explained in Exhibit B, all Apartments will be conveyed to Purchasers in fee.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit N/A contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: N/A

Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable: N/A [ ] Monthly [ ] Quarterly  
[ ] Semi-Annually [ ] Annually

Exhibit N/A contains a schedule of the lease rent for each apartment per [ ] Month [ ] Year.

For Subleaseholds:

[ ] Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:  
[ ] Canceled [ ] Foreclosed

[ ] As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

[ ] Individual Apartments in Fee Simple Common Interest in the Underlying Land in Leasehold or Subleasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provisions.

Lease Term Expires: \_\_\_\_\_

Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable: [ ] Monthly [ ] Quarterly  
[ ] Semi-Annually [ ] Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per [ ] Month [ ] Year.

[ ] Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

**B. Underlying Land:**

Address: 801 South King Street Tax Map Key: (1) 2-1-44: 41, 42, & 43  
Honolulu, Hawaii 96813 (TMK)

[ ] Address [ ] TMK is expected to change because \_\_\_\_\_  
\_\_\_\_\_

Land Area: 40,642 [X] square feet [ ] acre(s) Zoning: Mixed-Use Zone Commercial

Lessor

(Fee Owner): See Exhibit B  
Name

Address

Sublessor: Not Applicable  
Name

Address

**C. Buildings and Other Improvements:**

1.  New Building(s)     Conversion of Existing Building(s)     Both New Building(s) and Conversion

2. Number of Buildings: One      Floors Per Building Forty-one

Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete       Hollow Tile       Wood

Other \_\_\_\_\_

4. Permitted Uses by Zoning:

	No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>		No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>330</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Industrial	<u>1</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Other: _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

Yes       No

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

Pets: See Exhibit C

Number of Occupants: See Exhibit C

Other: See Exhibit C

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: Four Stairways: Six Trash Chutes: One

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area(sf)*</u>	<u>Lanai/Patio(sf)</u>
<u>A, A9, A-PH</u>	<u>128</u>	<u>2/2</u>	<u>791</u>	<u>41, 311**</u>
<u>B, B9, B-PH</u>	<u>131</u>	<u>1/1</u>	<u>585</u>	<u>86, 161**</u>
<u>C, C-PH</u>	<u>63</u>	<u>2/2</u>	<u>782</u>	<u>0</u>
<u>D, D9</u>	<u>4</u>	<u>1/1</u>	<u>592</u>	<u>0, 146**</u>
<u>E</u>	<u>2</u>	<u>1/1</u>	<u>593</u>	<u>0</u>
<u>F</u>	<u>2</u>	<u>1/1</u>	<u>597</u>	<u>0</u>
<u>Industrial</u>	<u>1</u>	<u>n/a</u>	<u>26,293</u>	<u>0</u>

Total Apartments 331

\* *Net Living Area is the floor area of the Apartment measured from the interior surface of the Apartment perimeter walls. Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used. Exhibit F contains further information regarding the individual Apartments.*

\*\* *Apartment Types A9, B9 and D9 are all located on the Ninth Floor of the Project and have larger lanais than the Apartment Types A, B, and D located on other floors of the Project, but are otherwise substantially identical to those Apartment Types. Apartment Types A-PH, B-PH and C-PH are all located on the Penthouse Floor of the Project and have slightly different air conditioning system closets than the Apartment Types A, B, and C located on other floors of the Project, but are otherwise substantially identical to those Apartment Types.*

Boundaries of Each Apartment:

**See Exhibit D**

Permitted Alterations to Apartments:

**See Exhibit E**

7. **Parking Stalls:** As Explained in Exhibit O, the Developer currently plans to reconfigure the parking for the Project to increase the number of available parking stalls upon getting the approval of the Building Department. Upon such approval, the Developer expects to amend the condominium documents as summarized in Exhibit O to reflect the increase in and reallocation of parking stalls. Upon such amendment, the following information will be superseded by the information contained in Exhibit O.

Total Parking Stalls: 490

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each unit)	<u>210*</u>	_____	<u>21</u>	_____	<u>246</u>	_____	<u>477</u>
Guest	<u>1*</u>	_____	<u>12</u>	_____	_____	_____	<u>13</u>
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open	<u>211</u>	_____	<u>33</u>	_____	<u>246</u>	_____	_____

Each apartment will have the exclusive use of at least One parking stall.  
Buyers are encouraged to find out which stall(s) will be available for their use.

\* Nine regular parking stalls assigned to Residential Apartments, two regular stalls assigned to the Industrial Apartment, and one regular stall designated for residential guest parking are of a size or location that makes them accessible for persons with disabilities. These stalls are identified in the Condominium Map and Exhibits P and Q to this public report by the letter "H" (handicapped) or "VH" (van-handicapped) at the end of the parking stall number.

Commercial parking garage permitted in condominium project.

Exhibits O, P & Q contain additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities.

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: Spa, Barbecue Areas & Multi-Purpose Room with kitchen

Note: These recreational and common facilities will be for the use of the owners of the Residential Apartments and their guests only.

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

There are no violations.

Violations will not be cured.

Violations and cost to cure are listed below.

Violations will be cured by \_\_\_\_\_

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

(For conversions of residential apartments in existence for at least five years):

Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

The project is located in the Kakaako Community Development District established pursuant to Hawaii Revised Statutes Chapter 206E. As such, it is subject to the Mauka Area Rules issued by the Hawaii Community Development Authority ("HCDA") and codified in Title 15, Subtitle 4, Chapter 22 of the Hawaii Administrative Rules. As set forth in the HCDA permit for this Project approved on March 8, 1995, the HCDA has allowed: (1) the Project's porte cochere and passenger drop-off's encroachment on the front yard along Archer Lane required by the Rules; (2) the parking levels' encroachment beyond the building setback lines that maintain a King Street view corridor; and (3) the building platform's height, which exceeds the Rules' height limitations by 25 feet. In addition, on August 4, 1994, the City and County Building Department granted a zoning variance for the typical exit design utilized in the residential tower's core. In addition, as set forth in a Letter Agreement dated October 2, 1995, by and between the City and County of Honolulu Department of Public Works and Myers King Street Corporation attached as Exhibit S, the Project has been granted a variance to maintain a custom sidewalk finish. All other aspects of the Project fully comply with the requirements set forth in the Mauka Area Rules and applicable zoning codes.

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>  X  </u>	<u>      </u>	<u>      </u>
Structures	<u>  X  </u>	<u>      </u>	<u>      </u>
Lot	<u>  X  </u>	<u>      </u>	<u>      </u>

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

**D. Common Elements, Limited Common Elements, Common Interest:**

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit   G  .

as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which may use them, as described in the Declaration are:

described in Exhibit H.

as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit F.

as follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit I describes the encumbrances against the title contained in the title report dated February 2, 1996 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

- There are no blanket liens affecting title to the individual apartments.
- There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. Buyer's interest will be affected only if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

Effect on Buyer's Interest and Deposit  
If Developer Defaults or Lien is  
Foreclosed Prior to Conveyance

Type of Lien

The Project will be subject to a first mortgage lien of the Developer's construction lender.

The construction lender will have the option of completing the Project, but is not required to do so. If the lender elects not to complete the Project, a purchaser's sales contract may be terminated at the lender's option and the purchaser will be entitled to a refund of deposits held in escrow, if any, and to exercise the purchaser's rights under the sales contract against the Developer.

A portion of the land underlying the project is presently subject to a mortgage made by the fee owner that will be released upon closing of the Developer's purchase of the fee interest.

**F. Construction Warranties:**

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

- 1. Building and Other Improvements:

The Developer will warrant to purchasers that the Developer will exercise its best efforts to have all legitimate defects or damage identified during scheduled, pre-closing Apartment inspections corrected by the general contractor within a reasonable time. The building will also be warranted by the general contractor for a period of one (1) year following the substantial completion of the work by the contractor. The Developer does not warrant the work, but passes on the contractor's warranty. The Developer's obligation with respect to the one (1) year warranty is limited to assisting the Owners and the Association in presenting claims under the one (1) year warranty to the contractor.

- 2. Appliances:

Manufacturer's warranties for appliances and furnishings are assigned to purchasers at closing. There are no Developer's warranties regarding appliances and furnishings.

**NOTE: EXCEPT AS PROVIDED IN SECTIONS 1 AND 2 IMMEDIATELY ABOVE, DEVELOPER DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY IMPLIED WARRANTY OF WORKMANSHIP AND ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE APARTMENTS, THE PROJECT, OR THE COMMON ELEMENTS OF THE PROJECT.**

**G. Status of Construction and Estimated Completion Date:**

**Construction is expected to commence on April 15, 1996, and is estimated to be substantially complete by November 15, 1997.**

**H. Project Phases:**

The developer  has  has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

**Not applicable.**



## V. MISCELLANEOUS

### A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

Notice to Owner Occupants

Specimen Sales Contract

Exhibit   K   contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated   August 2, 1995, as amended  

Exhibit   L   contains a summary of the pertinent provisions of the escrow contract.

Other: **Advertising materials published before the issuance of an effective date for the Preliminary Public Report on this Project.**

### B. Buyer's Right to Cancel Sales Contract:

#### 1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyers. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report, Supplementary Report to a Final Report: Sales made by the developer are binding if:

A) The Developer delivers to the buyer a copy of:

1) Either the Final Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission;

**AND**

2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

B) The buyer is given an opportunity to read the report(s); AND

C) One of the following has occurred:

1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or

2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or

3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited elements; or (2) the amenities available for buyer's use; AND

B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime.
- C) Bylaws of the Association of Apartment Owners.
- D) House Rules.
- E) Condominium Map.
- F) Escrow Agreement.
- G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
- H) Other:

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P.O. Box 541, Honolulu, Hawaii 96809, at a nominal cost.

This Public Report is a part of Registration No. 3395 filed with the Real Estate Commission on August 14, 1995.

Reproduction of Report. When reproduced, this report must be on:

yellow paper stock     white paper stock     pink paper stock

**C. Additional Information Not Covered Above**

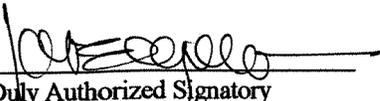
**One Archer Lane is being developed on behalf of Myers King Street Partners by The Myers Corporation, a Hawaii corporation whose principal place of business and post office address is 745 Fort Street, Suite 1500, Honolulu, Hawaii 96813.**

**Exhibit M contains Miscellaneous Matters concerning the Project and also sets forth the requirement that all disputes concerning the Project between Apartment Owners or the Association of Apartment Owners and the Developer must be submitted to binding arbitration.**

- D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

**MYERS KING STREET PARTNERS, a Hawaii limited partnership**  
Name of Developer

By **Myers King Street Corporation, its General Partner**

By:  2/2/96  
Duly Authorized Signatory Date

**JACK E. MYERS, President**  
Print name & title of person signing above

Distribution:

Department of Finance, City & County of Honolulu  
Planning Department, City & County of Honolulu  
Federal Housing Administration

**EXHIBIT A  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**RIGHTS RESERVED BY DEVELOPER**

The Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:

- A. Upon completion of the Project, the Developer may amend the Declaration and the Condominium Map (if necessary) to file the "as built" verified statement required by Section 514A-12 of the Condominium Property Act.
- B. Until all of the Apartments have been sold, the Developer may amend the Declaration, the Bylaws and/or the Condominium Map to make such amendments as may be required by law, by the Real Estate Commission, by the title insurance company, by a mortgage lender, or by any governmental agency (including the VA, HUD, FNMA and/or FHLMC), provided that no such amendments change the Common Interest appurtenant to an Apartment or substantially change the design, location or size of an Apartment.
- C. The Developer may amend the Declaration to assign or change the assignments of individual parking stalls to individual Apartments prior to the conveyance of those Apartments.
- D. The Developer may amend the Declaration, Bylaws, and Condominium Map, at any time prior to the recording of an Apartment Deed regarding the Industrial Apartment in the Project, to (1) divide the Industrial Apartment into two or more separate Apartments, or (2) reconfigure the interior space of the Industrial Apartment to, among other things, increase or decrease the interior square footage of the Industrial Apartment, or install, remove, alter, relocate or rearrange floors, interior walls, partitions, ceilings and structures, exterior doors, fixtures, pipes, wiring, ducts, valves, conduits, controls, cables, and other equipment serving the Industrial Apartment, regardless of whether such equipment is located outside of the Industrial Apartment. In no event, however, shall such amendments affect the Common Interest appurtenant to any Residential Apartment and in no event shall the interior square footage of the Industrial Apartment be reduced below 26,293 square feet.
- E. As more fully explained in Exhibit O, the Developer may, at any time prior to the recording of the first Apartment Deed regarding an Apartment in the Project, amend the Declaration and Condominium Map to (1) reconfigure the third through eight floors of the project to increase the total number of parking stalls in the Project, (2) reconfigure the ramp from Archer Lane to level "A" of the third floor of the Project to accommodate such reconfiguration, (3) make any changes to the first, second, and third floors of the project necessary to accommodate the reconfiguration of the parking ramp, and (4) relocate, reassign and increase the number of parking stalls that are designated as Limited Common Elements appurtenant to individual apartments or to increase the number of parking stalls that are designated as "guest stalls" appurtenant to the Residential Apartments.
- F. As more fully explained in Exhibit N, the Developer may, at any time prior to the recording of the first Apartment Deed regarding an Apartment in the Project, release all easements over, across, along, and upon Archer Lane that are appurtenant to the land underlying the Project and substitute therefor an easement over, upon and across Archer Lane for ingress to and egress from the Project granted by Hawaiian Electric Company, Inc. substantially in the form on file with the Real Estate Commission.

**EXHIBIT B**  
**CONDOMINIUM PUBLIC REPORT**  
**ONE ARCHER LANE**

**SUMMARY OF ACQUISITION OF THE LAND UNDERLYING PROJECT**

As set forth in Section III.B. of the preceding report, the land underlying the Project ("the Land") is located at 801 South King Street in Honolulu, and bears Tax Map Key Nos. (1) 2-1-44: 41, 42, & 43.

Developer is the purchaser of the fee interest in the portions of the Land bearing Tax Map Key Nos. (1) 2-1-44: 41 & 43 under an Agreement of Sale dated January 31, 1996, with Malama Development Corp., a Hawaii corporation, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 96-014090 and in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2287771, a copy of which is on file with the Real Estate Commission with the Developer's application for this Final Public Report. Under the terms of that Agreement of Sale, Developer's purchase of those portions of the Land will close prior to or at the funding of the construction loan for this Project, whereupon a Limited Warranty Deed in Satisfaction of Agreement of Sale will be recorded vesting Developer with fee simple title to those portions of the Land.

Developer is purchasing the balance of the Land, Tax Map Key No. (1) 2-1-44: 42, from P. Schubert Properties Limited Partnership, a Hawaii limited partnership, under an Acquisition Agreement dated September 1, 1994, a short form of which was filed in the Office of the Assistant Registrar of the State of Hawaii as Document No. 2216366, as amended by a First Amendment to Acquisition Agreement dated June 1, 1995, a memorandum of which was filed in said Office as Document No. 2245137, and by an Assignment and Amendment of Acquisition Agreement dated January 31, 1996, recorded in said Bureau as Document No. 96-014091 and in said Office as Document No. 2287772, copies of which are on file with the Real Estate Commission with the Developer's application for this Final Public Report. Under the terms of that Acquisition Agreement, Developer leases that portion of the Land and has an option to purchase the fee interest therein. That purchase option was executed on January 8, 1996, and Developer's purchase of that portion of the Land pursuant to that exercise will close prior to or at funding of the construction loan for the Project, whereupon a Limited Warranty Deed will be recorded vesting Developer with fee simple title to that portion of the Land.

**Developer's acquisition of the fee simple interest in the Land will be completed prior to the start of construction of the Project. Accordingly, as provided in the Reservation Agreement, Sales Contract, and Receipts for Apartments in the Project, Developer will convey fee simple title to the Apartments in the Project to purchasers.**

**EXHIBIT C  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**SPECIAL USE RESTRICTIONS**

**Residential Apartments**

As set forth in Article F of the Declaration, the 330 Residential Apartments may be occupied and used only as private dwellings, and may not be used as retail or wholesale stores, service shops, light industrial shops or for any other commercial purposes, and shall not be rented or used for timesharing, transient or hotel purposes.

As set forth in the Bylaws, the Residential Apartments are also subject to the following special use restrictions:

1. Pets. Owners or occupants of Residential Apartments are permitted to keep as pets dogs, cats, fish in aquaria, parakeets, canaries, finches, cockatiels and similar small birds, and rabbits and similar small household pets, provided that only two (2) dogs, cats, rabbits, or similar small household pets, or any combination thereof, will be allowed per Apartment. Livestock, poultry, animals described as pests under Hawaii Revised Statutes Section 150A-2, animals prohibited from importation under Hawaii Revised Statutes Sections 141-2 and 150A-5 or -6, and any animals other than those specifically permitted under the Bylaws are prohibited. The Bylaws specifically permit visually impaired persons to keep certified seeing-eye dogs and hearing impaired persons to keep certified signal dogs in their Apartments.

2. Occupancy. The one (1) bedroom Residential Apartments in the Project may have no more than four (4) persons residing therein and the two (2) bedroom Apartments will have no more than six (6) persons residing therein, whether such occupants are Owners, tenants, or guests.

**Industrial Apartment**

As set forth in Article F of the Declaration, the Industrial Apartment may be occupied and used only for the following uses, which are generally defined by the Hawaii Community Development Authority's Mauka Area Rules: vocational, technical, industrial, trade and language schools; radio and television broadcasting facilities, excluding broadcasting towers; motion picture recording and sound studios; printing, lithographing, publishing, photographic processing, or similar uses; miscellaneous business services, limited to duplicating, blueprinting, linen supply, services to dwellings, typewriter repair, armature rewinding, and general fixit shop; miscellaneous services limited to electrical repair shop, reupholstery and furniture repair, and data processing; wholesaling, without stock, of drugs, dry goods and apparel, groceries and related products, electrical goods, hardware, and supply; and personal services establishments, limited to shoe repair shops, and facilities for cleaning, pressing, tailoring, and repairing garments or dressmaking.

**EXHIBIT D  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**APARTMENT BOUNDARIES**

As set forth in Article B of the Declaration, each Apartment in One Archer Lane shall be deemed to include (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) 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, (iii) the inner decorated or finished surfaces of all walls, floors and ceilings, (iv) any doors or panels along the perimeter walls of such Apartment, (v) all cranks, frames and other window or sliding door hardware, (vi) all appliances and fixtures installed therein and replacements thereof, (vii) any adjacent lanai to which such Apartment has direct, exclusive access, and (viii) any air conditioning equipment or apparatus within the Apartment, including, without limitation, the controls, valves, piping, vents, ducts, compressor, fan, refrigerant coil and piping, condensate drain pan and piping, and filters. The Industrial Apartment located on the first and second floors of the Project also includes (i) the ground level Industrial loading dock located within the Industrial Apartment, (ii) any emergency electrical generator and other electrical generation or distribution equipment that serves only the Industrial Apartment, and (iii) any water heating or distribution equipment that serves only the Industrial Apartment. The respective Apartments shall not be deemed to include: (i) the undecorated or unfinished surfaces of the perimeter (including party) walls, interior load bearing walls, or lanai slabs and railings, (ii) the undecorated or unfinished surface of the floors and ceilings surrounding each Apartment, (iii) any pipes, shafts, ducts, pumps, valves, wires, conduits or other utility or service lines which are utilized for or serve more than one Apartment, or (iv) any exterior windows, the same being deemed Common Elements as described in Exhibit G.

**EXHIBIT E**  
**CONDOMINIUM PUBLIC REPORT**  
**ONE ARCHER LANE**

**PERMITTED ALTERATIONS**

As set forth in Article M of the Declaration, and subject to the provisions of the Declaration and Bylaws, each Owner of an Apartment shall have the right: (1) to install, maintain, remove, and rearrange partitions and other structures from time to time within such Apartments, (2) to paint, paper, panel, plaster, tile, finish, and do or cause to be done such other work on the interior surfaces of the ceilings, floors and walls within any such Apartment, and (3) to finish, alter or substitute any plumbing, electrical or other fixtures attached to said ceilings, floors and walls as shall be appropriate for the utilization of such Apartment by such Owner or the tenants or lessees thereof; provided, however, that no alterations will be permitted which would jeopardize the soundness or safety of any part of the Project, reduce the value thereof, adversely affect any Common Element or other Apartment, alter the uniform external appearance of the Project, or affect or impair any easement or right of any other Apartment Owner. Any alterations shall be subject to the prior approval of the Board upon the Owner's presentation of such plans and specifications and other materials as the Board may require as is more fully set forth the Bylaws. All such alterations shall be at such Owner's sole cost and expense.

The Owner of any two adjoining Apartments may, with the consent of any mortgagee of such Apartments and at the Owner's sole expense, alter or remove all or portions of the non-structural or load bearing portion of the intervening wall which separates such Apartments if the structural integrity of the Project is not thereby affected and if the finish of the Common Elements then remaining is restored to a condition substantially comparable to that of the Common Elements prior to such alteration of the Common Elements. If, in any such alteration, the intervening wall affected is a load-bearing wall then, in addition to all other requirements set forth herein, any alteration or removal of all or portions of such wall shall also be done pursuant to written plans and specifications drawn by the original structural engineer for the Project or the Project Architect and such work shall be personally supervised by said engineer or the Project Architect. Any Owner combining Apartments shall secure a performance and payment bond naming as obligees said Owner and collectively the Owners of all other Apartments as their interests may appear in a penal sum of not less than one hundred percent (100%) of the cost of any construction, guaranteeing the payment of funds in an amount necessary to ensure the completion thereof free and clear of all mechanic's and materialmen's liens, and that any such construction shall be carried out in strict compliance with all applicable laws, rules and regulations. The approval of the Board shall be required to combine Apartments. Notwithstanding the foregoing, no Apartment designated as Apartment Type B, B9, or B-PH shall be combined with an Apartment designated as Apartment Type A, A9, A-PH, B, B9, or B-PH. Upon the termination of the common ownership of such adjoining Apartments, any intervening wall which has been altered or removed shall be restored at the Owner's expense to substantially the condition which existed prior to such alteration or removal, if the new Owner or Owners do not consent to such alteration.

As set forth in Article M, Section 4 of the Declaration, the Owner of the Industrial Apartment has the right to install, maintain, operate, repair, and replace, from time to time and at all times, and at its sole expense: (a) microwave transmission dishes, reflectors and other equipment, including the preapproved types listed in Exhibit D to the Declaration but not including broadcast towers, on the Industrial Antenna Areas located on the roof of the Project for purposes of transmitting and receiving television and other wireless communications, and (b) accessory lines, cables, wiring, equipment, and conduits therefor within all parts of the Project, except the Residential Apartments, connecting the Communications Equipment to the Industrial Apartment.

**EXHIBIT F  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**APARTMENT DESCRIPTIONS**

**APARTMENT SCHEDULE**

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
901	B9	585	631	161	792	0.23965
902	D9	592	652	146	798	0.24252
903	E	593	635	0	635	0.24293
904	F	597	635	0	635	0.24457
905	D9	592	652	146	798	0.24252
906	B9	585	631	161	792	0.23965
907	B9	585	631	161	792	0.23965
908	A9	791	861	311	1,172	0.32404
909	A9	791	861	311	1,172	0.32404
910	B9	585	631	161	792	0.23965
1001	B	585	631	86	717	0.23965
1002	D	592	652	0	652	0.24252
1003	E	593	635	0	635	0.24293
1004	F	597	635	0	635	0.24457
1005	D	592	652	0	652	0.24252
1006	B	585	631	86	717	0.23965
1007	B	585	631	86	717	0.23965
1008	A	791	861	41	902	0.32404
1009	C	782	828	0	828	0.32036
1010	A	791	861	41	902	0.32404
1011	B	585	631	86	717	0.23965
1101	B	585	631	86	717	0.23965
1102	A	791	861	41	902	0.32404

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
1103	C	782	828	0	828	0.32036
1104	A	791	861	41	902	0.32404
1105	B	585	631	86	717	0.23965
1106	B	585	631	86	717	0.23965
1107	A	791	861	41	902	0.32404
1108	C	782	828	0	828	0.32036
1109	A	791	861	41	902	0.32404
1110	B	585	631	86	717	0.23965
1201	B	585	631	86	717	0.23965
1202	A	791	861	41	902	0.32404
1203	C	782	828	0	828	0.32036
1204	A	791	861	41	902	0.32404
1205	B	585	631	86	717	0.23965
1206	B	585	631	86	717	0.23965
1207	A	791	861	41	902	0.32404
1208	C	782	828	0	828	0.32036
1209	A	791	861	41	902	0.32404
1210**	B	585	631	86	717	**
1401	B	585	631	86	717	0.23965
1402	A	791	861	41	902	0.32404
1403	C	782	828	0	828	0.32036
1404	A	791	861	41	902	0.32404
1405	B	585	631	86	717	0.23965
1406	B	585	631	86	717	0.23965
1407	A	791	861	41	902	0.32404
1408	C	782	828	0	828	0.32036
1409	A	791	861	41	902	0.32404

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
1410	B	585	631	86	717	0.23965
1501	B	585	631	86	717	0.23965
1502	A	791	861	41	902	0.32404
1503	C	782	828	0	828	0.32036
1504	A	791	861	41	902	0.32404
1505	B	585	631	86	717	0.23965
1506	B	585	631	86	717	0.23965
1507	A	791	861	41	902	0.32404
1508	C	782	828	0	828	0.32036
1509	A	791	861	41	902	0.32404
1510	B	585	631	86	717	0.23965
1601	B	585	631	86	717	0.23965
1602	A	791	861	41	902	0.32404
1603	C	782	828	0	828	0.32036
1604	A	791	861	41	902	0.32404
1605	B	585	631	86	717	0.23965
1606	B	585	631	86	717	0.23965
1607	A	791	861	41	902	0.32404
1608	C	782	828	0	828	0.32036
1609	A	791	861	41	902	0.32404
1610	B	585	631	86	717	0.23965
1701	B	585	631	86	717	0.23965
1702	A	791	861	41	902	0.32404
1703	C	782	828	0	828	0.32036
1704	A	791	861	41	902	0.32404
1705	B	585	631	86	717	0.23965
1706	B	585	631	86	717	0.23965

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
1707	A	791	861	41	902	0.32404
1708	C	782	828	0	828	0.32036
1709	A	791	861	41	902	0.32404
1710	B	585	631	86	717	0.23965
1801	B	585	631	86	717	0.23965
1802	A	791	861	41	902	0.32404
1803	C	782	828	0	828	0.32036
1804	A	791	861	41	902	0.32404
1805	B	585	631	86	717	0.23965
1806	B	585	631	86	717	0.23965
1807	A	791	861	41	902	0.32404
1808	C	782	828	0	828	0.32036
1809	A	791	861	41	902	0.32404
1810	B	585	631	86	717	0.23965
1901	B	585	631	86	717	0.23965
1902	A	791	861	41	902	0.32404
1903	C	782	828	0	828	0.32036
1904	A	791	861	41	902	0.32404
1905	B	585	631	86	717	0.23965
1906	B	585	631	86	717	0.23965
1907	A	791	861	41	902	0.32404
1908	C	782	828	0	828	0.32036
1909	A	791	861	41	902	0.32404
1910	B	585	631	86	717	0.23965
2001	B	585	631	86	717	0.23965
2002	A	791	861	41	902	0.32404
2003	C	782	828	0	828	0.32036

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
2004	A	791	861	41	902	0.32404
2005	B	585	631	86	717	0.23965
2006	B	585	631	86	717	0.23965
2007	A	791	861	41	902	0.32404
2008	C	782	828	0	828	0.32036
2009	A	791	861	41	902	0.32404
2010	B	585	631	86	717	0.23965
2101	B	585	631	86	717	0.23965
2102	A	791	861	41	902	0.32404
2103	C	782	828	0	828	0.32036
2104	A	791	861	41	902	0.32404
2105	B	585	631	86	717	0.23965
2106	B	585	631	86	717	0.23965
2107	A	791	861	41	902	0.32404
2108	C	782	828	0	828	0.32036
2109	A	791	861	41	902	0.32404
2110	B	585	631	86	717	0.23965
2201	B	585	631	86	717	0.23965
2202	A	791	861	41	902	0.32404
2203	C	782	828	0	828	0.32036
2204	A	791	861	41	902	0.32404
2205	B	585	631	86	717	0.23965
2206	B	585	631	86	717	0.23965
2207	A	791	861	41	902	0.32404
2208	C	782	828	0	828	0.32036
2209	A	791	861	41	902	0.32404
2210	B	585	631	86	717	0.23965

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
2301	B	585	631	86	717	0.23965
2302	A	791	861	41	902	0.32404
2303	C	782	828	0	828	0.32036
2304	A	791	861	41	902	0.32404
2305	B	585	631	86	717	0.23965
2306	B	585	631	86	717	0.23965
2307	A	791	861	41	902	0.32404
2308	C	782	828	0	828	0.32036
2309	A	791	861	41	902	0.32404
2310	B	585	631	86	717	0.23965
2401	B	585	631	86	717	0.23965
2402	A	791	861	41	902	0.32404
2403	C	782	828	0	828	0.32036
2404	A	791	861	41	902	0.32404
2405	B	585	631	86	717	0.23965
2406	B	585	631	86	717	0.23965
2407	A	791	861	41	902	0.32404
2408	C	782	828	0	828	0.32036
2409	A	791	861	41	902	0.32404
2410	B	585	631	86	717	0.23965
2501	B	585	631	86	717	0.23965
2502	A	791	861	41	902	0.32404
2503	C	782	828	0	828	0.32036
2504	A	791	861	41	902	0.32404
2505	B	585	631	86	717	0.23965
2506	B	585	631	86	717	0.23965
2507	A	791	861	41	902	0.32404

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
2508	C	782	828	0	828	0.32036
2509	A	791	861	41	902	0.32404
2510	B	585	631	86	717	0.23965
2601	B	585	631	86	717	0.23965
2602	A	791	861	41	902	0.32404
2603	C	782	828	0	828	0.32036
2604	A	791	861	41	902	0.32404
2605	B	585	631	86	717	0.23965
2606	B	585	631	86	717	0.23965
2607	A	791	861	41	902	0.32404
2608	C	782	828	0	828	0.32036
2609	A	791	861	41	902	0.32404
2610	B	585	631	86	717	0.23965
2701	B	585	631	86	717	0.23965
2702	A	791	861	41	902	0.32404
2703	C	782	828	0	828	0.32036
2704	A	791	861	41	902	0.32404
2705	B	585	631	86	717	0.23965
2706	B	585	631	86	717	0.23965
2707	A	791	861	41	902	0.32404
2708	C	782	828	0	828	0.32036
2709	A	791	861	41	902	0.32404
2710	B	585	631	86	717	0.23965
2801	B	585	631	86	717	0.23965
2802	A	791	861	41	902	0.32404
2803	C	782	828	0	828	0.32036
2804	A	791	861	41	902	0.32404

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
2805	B	585	631	86	717	0.23965
2806	B	585	631	86	717	0.23965
2807	A	791	861	41	902	0.32404
2808	C	782	828	0	828	0.32036
2809	A	791	861	41	902	0.32404
2810	B	585	631	86	717	0.23965
2901	B	585	631	86	717	0.23965
2902	A	791	861	41	902	0.32404
2903	C	782	828	0	828	0.32036
2904	A	791	861	41	902	0.32404
2905	B	585	631	86	717	0.23965
2906	B	585	631	86	717	0.23965
2907	A	791	861	41	902	0.32404
2908	C	782	828	0	828	0.32036
2909	A	791	861	41	902	0.32404
2910	B	585	631	86	717	0.23965
3001	B	585	631	86	717	0.23965
3002	A	791	861	41	902	0.32404
3003	C	782	828	0	828	0.32036
3004	A	791	861	41	902	0.32404
3005	B	585	631	86	717	0.23965
3006	B	585	631	86	717	0.23965
3007	A	791	861	41	902	0.32404
3008	C	782	828	0	828	0.32036
3009	A	791	861	41	902	0.32404
3010	B	585	631	86	717	0.23965
3101	B	585	631	86	717	0.23965

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
3102	A	791	861	41	902	0.32404
3103	C	782	828	0	828	0.32036
3104	A	791	861	41	902	0.32404
3105	B	585	631	86	717	0.23965
3106	B	585	631	86	717	0.23965
3107	A	791	861	41	902	0.32404
3108	C	782	828	0	828	0.32036
3109	A	791	861	41	902	0.32404
3110	B	585	631	86	717	0.23965
3201	B	585	631	86	717	0.23965
3202	A	791	861	41	902	0.32404
3203	C	782	828	0	828	0.32036
3204	A	791	861	41	902	0.32404
3205	B	585	631	86	717	0.23965
3206	B	585	631	86	717	0.23965
3207	A	791	861	41	902	0.32404
3208	C	782	828	0	828	0.32036
3209	A	791	861	41	902	0.32404
3210	B	585	631	86	717	0.23965
3301	B	585	631	86	717	0.23965
3302	A	791	861	41	902	0.32404
3303	C	782	828	0	828	0.32036
3304	A	791	861	41	902	0.32404
3305	B	585	631	86	717	0.23965
3306	B	585	631	86	717	0.23965
3307	A	791	861	41	902	0.32404
3308	C	782	828	0	828	0.32036

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
3309	A	791	861	41	902	0.32404
3310	B	585	631	86	717	0.23965
3401	B	585	631	86	717	0.23965
3402	A	791	861	41	902	0.32404
3403	C	782	828	0	828	0.32036
3404	A	791	861	41	902	0.32404
3405	B	585	631	86	717	0.23965
3406	B	585	631	86	717	0.23965
3407	A	791	861	41	902	0.32404
3408	C	782	828	0	828	0.32036
3409	A	791	861	41	902	0.32404
3410	B	585	631	86	717	0.23965
3501	B	585	631	86	717	0.23965
3502	A	791	861	41	902	0.32404
3503	C	782	828	0	828	0.32036
3504	A	791	861	41	902	0.32404
3505	B	585	631	86	717	0.23965
3506	B	585	631	86	717	0.23965
3507	A	791	861	41	902	0.32404
3508	C	782	828	0	828	0.32036
3509	A	791	861	41	902	0.32404
3510	B	585	631	86	717	0.23965
3601	B	585	631	86	717	0.23965
3602	A	791	861	41	902	0.32404
3603	C	782	828	0	828	0.32036
3604	A	791	861	41	902	0.32404
3605	B	585	631	86	717	0.23965

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
3606	B	585	631	86	717	0.23965
3607	A	791	861	41	902	0.32404
3608	C	782	828	0	828	0.32036
3609	A	791	861	41	902	0.32404
3610	B	585	631	86	717	0.23965
3701	B	585	631	86	717	0.23965
3702	A	791	861	41	902	0.32404
3703	C	782	828	0	828	0.32036
3704	A	791	861	41	902	0.32404
3705	B	585	631	86	717	0.23965
3706	B	585	631	86	717	0.23965
3707	A	791	861	41	902	0.32404
3708	C	782	828	0	828	0.32036
3709	A	791	861	41	902	0.32404
3710	B	585	631	86	717	0.23965
3801	B	585	631	86	717	0.23965
3802	A	791	861	41	902	0.32404
3803	C	782	828	0	828	0.32036
3804	A	791	861	41	902	0.32404
3805	B	585	631	86	717	0.23965
3806	B	585	631	86	717	0.23965
3807	A	791	861	41	902	0.32404
3808	C	782	828	0	828	0.32036
3809	A	791	861	41	902	0.32404
3810	B	585	631	86	717	0.23965
3901	B	585	631	86	717	0.23965
3902	A	791	861	41	902	0.32404

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
3903	C	782	828	0	828	0.32036
3904	A	791	861	41	902	0.32404
3905	B	585	631	86	717	0.23965
3906	B	585	631	86	717	0.23965
3907	A	791	861	41	902	0.32404
3908	C	782	828	0	828	0.32036
3909	A	791	861	41	902	0.32404
3910	B	585	631	86	717	0.23965
4001	B	585	631	86	717	0.23965
4002	A	791	861	41	902	0.32404
4003	C	782	828	0	828	0.32036
4004	A	791	861	41	902	0.32404
4005	B	585	631	86	717	0.23965
4006	B	585	631	86	717	0.23965
4007	A	791	861	41	902	0.32404
4008	C	782	828	0	828	0.32036
4009	A	791	861	41	902	0.32404
4010	B	585	631	86	717	0.23965
4101	B	585	631	86	717	0.23965
4102	A	791	861	41	902	0.32404
4103	C	782	828	0	828	0.32036
4104	A	791	861	41	902	0.32404
4105	B	585	631	86	717	0.23965
4106	B	585	631	86	717	0.23965
4107	A	791	861	41	902	0.32404
4108	C	782	828	0	828	0.32036
4109	A	791	861	41	902	0.32404

Apt. No.	Apt. Type	Net Living Area (in Sq. Ft.)	Gross Living Area * (in Sq. Ft.)	Lanai Area * (in Sq. Ft.)	Total Gross Area * (in Sq. Ft.)	Percent of Common Interest
4110	B	585	631	86	717	0.23965
PH01	B-PH	585	631	86	717	0.23965
PH02	A-PH	791	861	41	902	0.32404
PH03	C-PH	782	828	0	828	0.32036
PH04	A-PH	791	861	41	902	0.32404
PH05	B-PH	585	631	86	717	0.23965
PH06	B-PH	585	631	86	717	0.23965
PH07	A-PH	791	861	41	902	0.32404
PH08	C-PH	782	828	0	828	0.32036
PH09	A-PH	791	861	41	902	0.32404
PH10	B-PH	585	631	86	717	0.23965
I1	Industrial	26,293	***	0	***	5.00097

\* The Net Living Area of an Apartment is the approximate interior floor area of the Apartment measured from the interior surface of the Apartment's perimeter walls, and includes the space occupied by all partitions and walls (load-bearing and non-load-bearing), all air shafts, and all plumbing, mechanical and electrical chases within the perimeter walls. The Net Living Area is the area of the Apartment measured in accordance with the regulations of the Real Estate Commission of the State of Hawaii. The Lanai Area is the approximate area of any Lanai(s) adjacent to the Apartment, measured from the exterior surface of the Apartment walls or exterior glass to the edge of the concrete slab.

The Gross Living Area of an Apartment is the approximate area of the Apartment, measured not in accordance with the above-mentioned regulations, but in accordance with local architectural practice. It represents the space within the exterior face of the perimeter non-party walls and the interior half of the party walls of the Apartment, including the space occupied by all partitions and walls (load-bearing and non-load-bearing), all air shafts, and all plumbing, mechanical and electrical chases within the perimeter and party walls. The Gross Living Area of the Apartments is set forth herein for comparison purposes only.

The Total Gross Area of an Apartment is the total of the Gross Living Area of the Apartment and the Lanai Area (if any).

All areas set forth herein are approximate only. The areas of the Apartments upon completion of construction are likely to vary somewhat, and even Apartments of the same type may differ slightly.

\*\* Unit Number 1210 is a Common Element of the Project designated for use as a resident manager's residence, as set forth in Article B, Section 3(g) of the Declaration of Condominium Property Regime of One Archer Lane; it is not an "Apartment" as defined in Article B, Section 2 of the Declaration and, therefore, has no appurtenant Common Interest.

\*\*\* The Gross Living Area and Total Gross Area are not listed for the Industrial Apartment because those figures are relevant only for purposes of comparing the Residential Apartments with units in other residential developments.

**EXHIBIT G**  
**CONDOMINIUM PUBLIC REPORT**  
**ONE ARCHER LANE**

**COMMON ELEMENTS**

The Common Elements of One Archer Lane include, but are not necessarily limited to the following:

1. The land described in Section III(B) of the foregoing report, in fee simple, and any and all easements and appurtenances thereto.
2. All unfinished, undecorated portions of all perimeter (including party) walls and interior load-bearing walls, the undecorated or unfinished surfaces of floors and ceilings, all lanai slabs and railings, all structural components, foundations, floor slabs, columns, girders, beams, supports, shafts, ceilings and spaces between the ceiling and the floor slab or roof above, roofs, rooftop equipment screen, rooftop residential mechanical room, rooftop elevator machine room, the Industrial Antenna Areas, exterior surfaces of the Project, including any paint or coating thereon, and all exterior windows.
3. All yards, grounds planters, trellises and landscaping and all garbage chutes and other refuse facilities, if any, whether within or appurtenant to the Project.
4. All roads, parking areas, parking security gates and equipment, driveways, porte cocheres, ramps, traffic signals, loading areas or zones, car wash areas and walkways which are rationally of common use by Owners of more than one Apartment.
5. All ducts, pumps, valves, sewer lines, drain lines, electrical equipment, cables, wiring, chutes, pipes, shafts, wires, conduits or other utility or service lines which are utilized for or serve more than one Apartment 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.
6. The entirety of the fire sprinkler system including portions thereof installed within the various Apartments.
7. The Resident Manager's residence located on the twelfth floor of the Project, numbered 1210, as shown on the Condominium Map, together with the parking stall assigned thereto.
8. The lobby, lounge, elevator lobby, janitor closet, mail room, security/manager's office, bathroom, fire control room, trash room, electrical distribution room, emergency generator room, transformers, electrical switch gear, pump room, attic, and Industrial Apartment cooling tower located on the ground floor of the Project.
9. All storage areas, hallways, corridors, stairs (except stairs located within the Industrial Apartment), stairways, elevators, elevator lobbies, mechanical rooms, electrical rooms, communications rooms, and other similar areas which are not part of an Apartment.
10. Three hundred thirty one (331) mailboxes and the parcel boxes located in the mailroom; one for each Residential Apartment and one for the Resident Manager's residence.
11. Any air conditioning equipment or apparatus, including cooling towers, condenser water pumps, condenser water risers, condensate drains, and condensate drain risers, not located in an Apartment.

12. The Residential Recreation Areas and the Industrial Recreation Area. (See Exhibit H for further information.)

13. 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.

**EXHIBIT H  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**LIMITED COMMON ELEMENTS**

The Limited Common Elements of One Archer Lane include the following:

1. Parking.

A. Residential Apartment Parking. Each Residential Apartment shall have appurtenant to it as a Limited Common Element, one (1) or more parking stall(s), as shown on the Condominium Map, the assignment of which is explained in Exhibit O.

B. Residential Guest Parking. The Residential Apartments, collectively, shall have appurtenant to them as Limited Common Elements the parking stalls located on the third floor of the Project that, as explained in Exhibit O, are designated as guest stalls, which shall be available for use by the guests, visitors and invitees of the Residential Apartment Owners. These guest parking stalls shall also be available for use by the Association for the management and operation of the Project.

C. Industrial Apartment Parking. The Industrial Apartment shall have appurtenant to it as a Limited Common Element the parking stalls assigned to it as explained in Exhibit O.

2. Recreation Areas.

A. Residential Recreation Areas: The recreation area located on the ninth floor of the Project (the "Ninth Floor Residential Recreation Area") and the recreation area located on the ground floor of the Project (the "Ground Floor Residential Recreation Area"), each as shown on the Condominium Map, are Limited Common Elements appurtenant to the Residential Apartments, collectively. The Ninth Floor Residential Recreation Area is dedicated to the use of Residential Apartment Owners and their guests and consists of (i) an outdoor recreation deck, including a pedestal deck, with an area of approximately 17,600 square feet and (ii) an adjoining, interior multi-purpose room, including partial kitchen facilities, restrooms and a storage area, with an area of 828 square feet all as shown on the Condominium Map. The outdoor recreation deck includes the following amenities: a swimming pool and spa, and all equipment involved in the operation thereof, outdoor barbecue areas, a paved and landscaped garden area and a sun deck. The Ground Floor Residential Recreation Area is dedicated to the use of Residential Apartment Owners and their guests and consists of a paved and landscaped garden area with an area of approximately 605 square feet.

B. Industrial Recreation Area. The approximately 890 square foot recreation area (the "Industrial Recreation Area") consisting of a paved and landscaped garden area located at grade and accessible from both levels of the Industrial Apartment, as shown on the Condominium Map, is a Limited Common Element appurtenant to the Industrial Apartment.

3. Residential Facilities. The following facilities are Limited Common Elements appurtenant to the Residential Apartments, collectively:

A. The ground floor lobby, lounge, elevator lobby, elevator corridor, attic, mail boxes, and mail room.

B. Elevators 1, 2, and 3, as shown on the Condominium Map that serve the floors on which the Residential Apartments are located, together with all appurtenant equipment and fixtures, including, without limitation, elevator motors, rails, and cables.

C. The elevator lobbies adjacent to such elevators, and the adjacent hallways and corridors of each floor of the Project from the third through penthouse floors;

D. The trash chute serving the ninth through penthouse floors of the Project.

E. Stairs 1 and 2 as shown on the Condominium Map.

F. All exterior windows of the Residential Apartments.

G. The slabs and railings of the Residential Apartment lanais.

H. The pool equipment room located on the eighth floor of the Project, and all pumps and other pool equipment located therein.

I. The rooftop cooling towers and condenser water pumps, condenser water risers, condensate drains, condensate drain risers, pipes, ducts, valves, wiring, controls, and other equipment located in any part of the Project outside of the Residential Apartments that are connected with the air conditioning equipment located within the Residential Apartments or exclusively used for the operation and maintenance thereof.

J. The emergency electrical generator located on the ground floor of the Project in the emergency generator room located next to the Industrial Apartment loading dock.

K. The rooftop and ground floor water heaters, water pumps, pipes, valves, wiring, insulation, controls, and other equipment located in any part of the Project outside of the Residential Apartments that are exclusively used to provide heated water to the Residential Apartments.

L. The air conditioning equipment or apparatus, including, without limitation, controls, valves, piping, vents, ducts, compressors, fans, refrigerant coils, piping, condensate drain pans and piping, and filters, used exclusively in connection with the air conditioning of the lobbies, hallways, corridors and other parts of the Project that are Limited Common Elements appurtenant to the Residential Apartments, collectively.

4. Industrial Facilities. The following facilities are Limited Common Elements appurtenant to the Industrial Apartment:

A. Elevator 4 serving the Industrial Apartment, as shown on the Condominium Map, together with all appurtenant equipment, fixtures, rails, and cables.

B. Stair 6, as shown on the Condominium Map.

C. The Industrial Apartment air conditioning cooling tower(s) located on the ground floor of the Project, as shown on the Condominium Map, together with any and all condenser water pumps, pipes, lines, conduits, wiring, cables, ducts, valves, risers, drains and other equipment located in any part of the Project outside of the Industrial Apartment which connect that cooling tower to the Industrial Apartment or are exclusively used for the operation or maintenance of the Industrial Apartment's air conditioning system.

D. The exterior windows of the Industrial Apartment.

E. The space within the recessed, exterior alcove/entrance to the Industrial Apartment located on the ground floor of the Project and facing South King Street.

F. The portions of the roof of the Project designated as Industrial Antenna Areas, as shown on the Condominium Map.

G. The cables, wiring, pipes, drains, conduits, vents, pumps, ducts, valves, insulation, controls, and other equipment located in any part of the Project outside of the Industrial Apartment that are used exclusively in connection with any of the following equipment located in the Industrial Apartment: electrical generation or distribution equipment; water heating or distribution equipment; or broadcast, communications and other related equipment.

**EXHIBIT I  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**ENCUMBRANCES AGAINST TITLE TO THE LAND**

As set forth in Exhibit B, above, One Archer Lane will be built on three parcels of land that bear State of Hawaii Tax Map Key Numbers 2-1-44-41, 2-1-44-42, and 2-1-44-43. The Title Guaranty of Hawaii, Inc., preliminary title report on these parcels dated February 2, 1996, that is identified in Section III(E) of the preceding report indicates that these parcels are subject to the following encumbrances:

1. *Any and all real property taxes that may be due and owing.*
2. *As to parcel 2-1-44-41 only:*
  - a. A Month-to-Month Tenancy Lease dated February 4, 1988, recorded in the Bureau of Conveyances at Liber 21671, Page 350, between Malama Pacific Corp., as lessor, and Hawaiian Electric Company, Inc., as lessee, permitting lessee to occupy the premises described in Exhibit "A" attached thereto, comprising a total area of 10,207 square feet, for parking and storage of supplies and equipment purposes, for a term commencing March 1, 1988, subject to cancellation by either party upon 30 days prior written notice. (Covers parcel 2-1-44-41, besides other premises.) By an Assignment in Lessor's Interest in Lease dated February 26, 1990, effective February 2, 1990, recorded in said Bureau as Document No. 90-030699, Malama Pacific Corp. assigned to Malama Development Corp. all of the right, title and interest in and to the lessor's interest in this lease.
  - b. An Agreement of Sale dated January 31, 1996, recorded in said Bureau as Document No. 96-014090 and in the Office of the Assistant Registrar of the Land Court as Document No. 2287771, between Malama Development Corp., as vendor, and Developer, as vendee. Under the terms of this Agreement of Sale, the lease described in the foregoing paragraph a will be canceled prior to the start of construction of the Project when Developer closes the purchase of parcel 2-1-44-41.
3. *As to parcel 2-1-44-42 only:*
  - a. A mortgage by and between Peter Kovner Schubert and Henrietta Katherine Martin Schubert, aka Katherine Martin Schubert, husband and wife, as mortgagor, and First Hawaiian Bank, a Hawaii corporation, as mortgagee, dated April 5, 1979, recorded in said Office as Document No. 931069, in the amount of \$360,000.00 covering the portion of parcel 2-1-44-42 identified as Lot 1-A-1 as shown on Map 3 filed in said Office with Land Court Application 1482.
  - b. An Assignment of Rentals and Lessor's Interest in Lease dated April 5, 1979, recorded in said Office as Document No. 931070 by which Peter Kovner Schubert and Henrietta Katherine Martin Schubert, aka Katherine Martin Schubert, husband and wife, assign to First Hawaiian Bank, a Hawaii corporation, all of the right, title and interest in and to that certain Lease filed as Land Court Document No. 209013, as amended, referred to in Exhibit "A" attached thereto, and any and all subleases, etc., as security for the repayment of that certain loan in the principal sum of \$360,000.00. Said Assignment was amended by instrument dated May 22, 1979, recorded in said Office as Land Court Document No. 941123.
  - c. An Additional Security Mortgage by and between Peter Kovner Schubert and Henrietta Katherine Martin Schubert, aka Katherine Martin Schubert, husband and wife, as mortgagor, and First Hawaiian Bank, a

Hawaii corporation, as mortgagee, dated May 22, 1979, recorded in said Office as Document No. 941122, mortgaging the fee simple interest in the portion of parcel 2-1-44-42 identified as Lot 2-B as shown on Map 2 filed in said Office with Land Court Application 1437 to secure the repayment of the mortgage described in paragraph 3.a above.

d. An unrecorded Acquisition Agreement dated September 1, 1994, by and between P. Schubert Properties Limited Partnership, a Hawaii limited partnership, Myers King Street Corporation, a Hawaii corporation, and Title Guaranty Escrow Services, Inc., a Hawaii corporation, a short form of which is recorded in said Office as Document No. 2216366, and in said Bureau as Document No. 94-148002. Said Agreement was amended by a Short Form Amendment of Agreement dated June 1, 1995, recorded in said Office as Document No. 2245137, and was further amended and assigned to Developer by instrument dated January 31, 1996, recorded in said Office as Document No. 2287772 and in said Bureau as Document No. 96-014091. Under the terms of this Acquisition Agreement, the mortgages and assignment of rentals and lessor's interest in lease described in the preceeding paragraphs a, b and c will be released prior to the start of construction of the Project when Developer closes the purchase of parcel 2-1-44-42.

4. As to parcel 2-1-44-43 only:

a. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

b. Month-to-Month Tenancy Lease dated February 4, 1988, recorded in the Bureau of Conveyances at Liber 21671, Page 350, between Malama Pacific Corp., as lessor, and Hawaiian Electric Company, Inc., as lessee, permitting lessee to occupy the premises described in Exhibit "A" attached thereto, comprising a total area of 10,207 square feet, for parking and storage of supplies and equipment purposes, for a term commencing March 1, 1988, subject to cancellation by either party upon 30 days prior written notice. (Covers parcel 2-1-44-41, besides other premises.) By an Assignment in Lessor's Interest in Lease dated February 26, 1990, effective February 2, 1990, recorded in said Bureau as Document No. 90-030699, Malama Pacific Corp. assigned to Malama Development Corp. all of the right, title and interest in and to the lessor's interest in this lease.

c. An Agreement of Sale dated January 31, 1996, recorded in said Bureau as Document No. 96-014090 and in said Office as Document No. 2287771, between Malama Development Corp., as vendor, and Developer, as vendee. Under the terms of this Agreement of Sale, the lease described in the foregoing paragraph b will be canceled prior to the start of construction of the Project when Developer closes the purchase of parcel 2-1-44-43.

5. The One Archer Lane (King Street Place) Joint Development Agreement Pursuant to Planned Development Permit (PD 1-94) dated September 19, 1995, by Myers King Street Corporation, a Hawaii corporation, P. Schubert Properties Limited Partnership, a Hawaii limited partnership, Malama Development Corp., a Hawaii corporation, and Roman Catholic Church in the State of Hawaii, a Hawaii nonprofit corporation, as declarants, and recorded in said Bureau as Document No. 95-122482 and in said Office as Document No. 2261873.

6. The Agreement dated January 29, 1996, by the Hawaii Community Development Authority and Myers King Street Corporation recorded in said Bureau as Document No. 96-013125 and in said Office as Document No. 2287377.

7. The Declaration of Condominium Property Regime of One Archer Lane dated February 1, 1996, recorded in said Bureau as Document No. 96-014554 and in said Office as Document No. 2288037.

8. The One Archer Lane Condominium Map recorded in said Bureau as Condominium Map No. 2351 and in said Office as Condominium Map No. 1139.

9. The Bylaws of the Association of Apartment Owners of One Archer Lane dated February 1, 1996, recorded in said Bureau as Document No. 96-014555 and in said Office as Document No. 2288038.

**EXHIBIT J  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

**Estimate of Initial Maintenance Fees**

<u>Apartment Types</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
A/A9/A-PH	\$ 294.68	\$ 3,536.16
B/B9/B-PH	\$ 217.94	\$ 2,615.28
C/C-PH	\$ 291.33	\$ 3,495.96
D/D9	\$ 220.55	\$ 2,646.60
E	\$ 220.93	\$ 2,651.16
F	\$ 222.36	\$ 2,668.32
Industrial	\$ 3,297.55	\$ 39,571.08

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

**One Archer Lane  
Estimate of Maintenance Fee Disbursements**

	BUILDING COMMON*		RESIDENTIAL*		INDUSTRIAL*		TOTAL	
	MONTHLY EXPENSE	YEARLY TOTAL	MONTHLY EXPENSE	YEARLY TOTAL	MONTHLY EXPENSE	YEARLY TOTAL	MONTHLY EXPENSE	YEARLY TOTAL
<b>Utilities and Services</b>								
Electricity (Common Elements Only)	2,500.00	30,000.00	2,000.00	24,000.00			4,500.00	54,000.00
Refuse Collection	3,000.00	36,000.00					3,000.00	36,000.00
Water/Sewer			11,400.00	136,800.00			11,400.00	136,800.00
<b>Maintenance, Repairs &amp; Supplies</b>								
Building	2,600.00	31,200.00	3,500.00	42,000.00	700.00	8,400.00	6,800.00	81,600.00
Grounds	600.00	7,200.00					600.00	7,200.00
<b>Management</b>								
Maintenance Fee	3,950.00	47,400.00					3,950.00	47,400.00
Payroll and Payroll Taxes	3,034.00	36,408.00					3,034.00	36,408.00
<b>Office Expense</b>	788.00	9,456.00					788.00	9,456.00
<b>Insurance</b>	20,813.00	249,756.00					20,813.00	249,756.00
<b>Reserves</b>	8,333.00	99,996.00	3,587.00	43,044.00			11,920.00	143,040.00
<b>Audit &amp; Tax Preparation</b>	150.00	1,800.00					150.00	1,800.00
<b>Other</b>	20,501.00	246,012.00	3,351.00	40,212.00	512.00	6,144.00	24,364.00	292,368.00
<b>TOTAL</b>	<b>66,269.00</b>	<b>795,228.00</b>	<b>23,838.00</b>	<b>286,056.00</b>	<b>1,212.00</b>	<b>14,544.00</b>	<b>91,319.00</b>	<b>1,096,828.00</b>

We, Chaney, Brooks & Company, as Managing Agents for the Condominium project, hereby certify that the above estimates of initial maintenance fee and the monthly cash operating costs were prepared in accordance with generally accepted accounting principles.

Chaney, Brooks & Company

  
 Linda Alexander, Vice President

\* The Declaration and Bylaws for the Project provide that the Residential Apartments shall, collectively, be solely responsible for the costs of most Limited Common Elements of the Project that are appurtenant only to the Residential Apartments and that the Industrial Apartment is solely responsible for the costs of most Limited Common Elements

appurtenant to the Industrial Apartment. (The Limited Common Elements appurtenant to the Residential and Industrial Apartments, respectively, are described in Exhibit H; the Limited Common Elements for which the Residential Apartments and Industrial Apartment share expenses include only the parking stalls, the Industrial Antenna Areas on the roof of the Project, and the Industrial and Residential Recreation Areas located on the ground level of the Project.)

To clarify this cost allocation, the table above shows the Common Expenses of the Project (i.e., the expenses which are borne by all Apartments, including the expenses of maintaining the parking stalls, the Industrial Antenna Areas, and ground level Recreation Areas) under the heading "BUILDING COMMON"; expenses borne, collectively, only by the Residential Apartments (i.e., the expenses of maintaining the Residential Apartment Limited Common Elements such as the swimming pool) are shown under the heading "RESIDENTIAL"; finally, expenses borne only by the Industrial Apartment (i.e., the expenses of maintaining the Industrial Apartment Limited Common Elements such as its separate air conditioning system) are shown under the heading "INDUSTRIAL".

The estimated initial maintenance fees shown for each type of Apartment on the first page of this exhibit include both the Apartment's share of the Building Common expenses and the Apartment's share of the Residential expenses, if applicable.

**EXHIBIT K**  
**CONDOMINIUM PUBLIC REPORT**  
**ONE ARCHER LANE**

**SUMMARY OF SAMPLE SALES CONTRACT**

The specimen Sales Contract, filed with the Commission, provides for, among other things, a description of the Apartment to be sold, the purchase price, the closing costs, the time, manner and place of payment, the Purchaser's obligations regarding mortgage financing, the Seller's warranties and disclaimers regarding the Condominium Map, the Project and certain fixtures, and the remedies of the Seller and of the Purchaser in the event of a default under the Sales Contract.

Among other provisions, the specimen Sales Contract provides:

1. That the Sales Contract is only a reservation agreement until (i) a true copy of the Final Public Report (with all then issued Supplementary Public Reports, if any) is delivered to the Purchaser, (ii) the Purchaser has an opportunity to read the report(s), (iii) a Deemed Acceptance of such report(s) by the Purchaser shall have occurred. If the Deemed Acceptance shall have occurred by Purchaser affirmatively accepting a Final Public Report by waiving his right to cancel on the Receipt Form, the execution of a Confirmation Agreement shall not be required and the Sales Contract will become binding in such event as a contract for the purchase and sale of the Apartment on the date of Deemed Acceptance. If the Deemed Acceptance shall have occurred in any manner other than by waiver of the right to cancel on the Receipt Form, the Sales Contract shall not become binding as a contract for the purchase and sale of the Apartment unless and until Purchaser shall have executed a Confirmation Agreement.

2. The Seller's obligation to construct and convey an Apartment to a Purchaser under the Sales Contract is conditioned on and made subject to Seller's ability to satisfy the requirement of its Construction Lender that it enter into binding sales contracts with qualified purchasers for the purchase of Apartments in the Project with an aggregate sales price of not less than \$70,000,000.00 within five months of the effective date of the Final Public Report on the Project (or such longer period as Seller and the Construction Lender may determine), and the Sales Contract may be unilaterally canceled by the Seller or the Purchaser if that condition is not satisfied, upon which the Purchaser's deposits shall be refunded, less any escrow cancellation fee.

3. The Purchaser's interest under the Sales Contract is subordinate to any and all security interests of Seller's Construction Lender in the Project, including the Apartment covered by the Sales Contract.

4. The Seller has entered into an Escrow Agreement with Title Guaranty Escrow Services, Inc. ("Escrow"), covering the deposit with the Escrow of all funds paid by the Purchaser under the Sales Contract and the disbursement of the funds by Escrow. In the event a purchase is canceled, Escrow may charge a cancellation fee on account of escrow services performed not to exceed \$250.00.

5. Any dispute between Seller and Purchaser arising out of or incident to the Sales Contract will be subject to binding arbitration pursuant to the rules of the American Arbitration Association.

6. The Seller is authorized to act on behalf of the Association of Apartment Owners ("Association"), until the election of the Board and the officers of the Association.

7. The Sales Contract is subject to the provisions of the Declaration, Bylaws, and other condominium documents.

It is incumbent upon a prospective Purchaser to read the full text of the Sales Contract.

**EXHIBIT L**  
**CONDOMINIUM PUBLIC REPORT**  
**ONE ARCHER LANE**

**SUMMARY OF ESCROW AGREEMENT**

A copy of the executed Escrow Agreement for One Archer Lane between Title Guaranty Escrow Services, Inc. ("Escrow"), and Developer, as amended, has been filed with the Commission. The Escrow Agreement provides for the deposit of the funds of a purchaser of an Apartment (a "Purchaser") pursuant to the Sales Contract and also provides for the retention or disbursement of the funds. The Escrow Agreement specifically permits the disbursement of Purchasers' funds prior to closing, subject to, among other things, the condition that Developer first provide Escrow with a copy of the building permit for the Project, to pay for certain Project costs.

The Escrow Agreement provides in part that any interest earned on money on deposit shall be paid to the parties in accordance with the terms of the Sales Contract. In the event that the Sales Contract or Hawaii Revised Statutes Chapter 514A entitle a Purchaser to a refund of Purchaser's Deposits held by Escrow, then Escrow, upon instruction from Developer, will refund Purchaser's deposits, less certain cancellation fees and costs (e.g., escrow cancellation fees, loan processing fees, cost of credit reports, etc.) as provided in the Sales Contract and Chapter 514A, Hawaii Revised Statutes, as amended.

By law the total amount of such cancellation fees shall not exceed Two Hundred Fifty and No/100 Dollars (\$250.00) so long as the cancellation occurs prior to the time the Sales Contract becomes effective (following issuance of the Final Public Report). Under the Escrow Agreement no disbursement of funds can be made to the Developer until the Sales Contract becomes effective under the provisions of Chapter 514A, Hawaii Revised Statutes.

It is incumbent upon a prospective Purchaser to read the executed Escrow Agreement with care.

**EXHIBIT M  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**MISCELLANEOUS MATTERS; ARBITRATION OF DISPUTES**

Developer makes the following disclaimers regarding the Project. The fact that Developer is making the following disclaimers does not relieve a Purchaser of his or her obligation to investigate the Project and the Project documents and to determine whether the Project is suitable for the Purchaser:

1. Air Conditioning. Each Residential Apartment will have its own individual air conditioning unit, which includes a compressor, fan, refrigeration coil(s), controls, and related equipment. Each unit will operate using electricity from the separately metered electricity source for the Apartment in which it is located and condenser water from the condenser water system shared by the Residential Apartments. The costs of providing condenser water to these units will be a common expense included within the monthly maintenance fees payable by the Owner of each Residential Apartment, but the costs of the electricity used to cool each Residential Apartment, using the individual air conditioning unit located in it, will be paid directly by the Apartment Owner.

The inspection, maintenance, repair and replacement of the air conditioning unit located in each Apartment shall be the responsibility of the Owner of the Apartment, although the Bylaws for the Project permit the Board to arrange for regular, scheduled inspection and maintenance of the individual air conditioning units, including the replacement of the filters contained therein, at the Owner's expense. The Bylaws further provide that Residential Apartment air conditioning units may be inspected, maintained, repaired, and replaced only by technicians or companies approved by the Board, and that no air conditioning unit in any Residential Apartment may be replaced without the prior approval of the Board. No air conditioning unit in a Residential Apartment may, under any circumstances, be replaced with a unit or system that requires or uses more condenser water than required or used by the unit originally installed in the Apartment. The Bylaws prohibit the installation of any air conditioner that is window-mounted, located on a lanai, or otherwise protrudes in any manner from the interior of an Apartment.

The Industrial Apartment is air conditioned by means of a separate air conditioning system that is operated, maintained, repaired and replaced by the Owner of the Industrial Apartment at its sole expense. As a result, the Industrial Apartment does not bear any portion of the cost of maintaining, operating, repairing or replacing any portion of the air conditioning system serving the Residential Apartments.

2. Microwave Beam. A microwave beam currently transmitted from the Hawaiian Electric Company property adjacent to the Project site passes above a corner of the Project site. That microwave beam will be permanently relocated prior to the start of construction so that it does not pass over or through any portion of the Project.

3. Water Leakage from Washer Hoses and Sprinkler System. Water leakage from the rubber hoses leading to the washer in each Apartment will occur if such hoses fail due to age or continual pressure because water valves are left open after use. Accordingly, each Apartment owner should shut off the water valves leading to the washer during the time such appliance is not in use and should arrange to have hoses replaced periodically. Sprinkler systems will be installed in the Project as required by governmental codes and ordinances. Accidental heating or touching of the sprinkler heads or malfunctioning of the system may cause activation of the system resulting in water damage which would not have occurred but for the inclusion of the system as required by law.

4. Urban Location. One Archer Lane is conveniently located in the heart of Honolulu near, among other things, Straub Hospital, the Honolulu Police Department headquarters, the Neil S. Blaisdell Concert Hall and Arena, a health club, an electrical maintenance yard, major thoroughfares, and a wide range of other centers of activity. As a

result, it is anticipated that the Project will be exposed to the normal types and levels of sound associated with this urban environment.

5. Emergency Generators. An emergency generator will be provided for the Project, and another will be located in the Industrial Apartment, the operation of which for regular and emergency testing may cause noise and vibration.

6. Cracks in Concrete. It is in the nature of concrete to develop hairline cracks, which must be accepted as a normal characteristic of the material.

7. Telephone and TV Wiring. Wiring is provided to telephone jacks in the living area and bedrooms of each Residential Apartment; wiring is provided for television jacks in the living areas and master bedrooms of all Residential Apartments and, in Type C Apartments only, in the second bedroom; pulling of wiring to other locations in the Apartment is the responsibility of the Purchaser. Basic cable television service for each Residential Apartment will be purchased from a local service provider by the Association of Apartment Owners and the costs of such service will be a common expense of the Residential Apartments; Owners of each Residential Apartment will be responsible for arranging and paying for any additional cable services they may desire.

8. Caution to Parents with Young Children. Parents are cautioned that the play of children in the Project must be supervised at all times. In addition to the risks normally associated with a high rise building in an urban location, the Project may contain foliage containing sharp spines or foliage that is poisonous when ingested.

9. Security System. The Project is to be provided with a professionally designed security system which is intended to discourage access to the Project by unauthorized persons without undue inconvenience to authorized residents and guests. Despite the security system, unauthorized persons and intruders may gain access to the Project with the possible result of annoyance, personal injury or property loss.

10. Thermal Insulation. The steel stud partition walls between Residential Apartments will contain three and one-half inch thick glass fiber bat or spray on insulation with an R-value of R-11. (The R-value of insulation is a measurement of the insulation's resistance to heat flow that is determined using tests designed by the American Society of Testing and Materials.)

11. Arbitration. As set forth in the Declaration and in the deeds by which the Developer will convey Apartments in the Project, all disputes by or between Developer and any Purchaser or the Association as to any matter concerning the Project, must be submitted to binding arbitration pursuant to American Arbitration Association rules of arbitration in the City and County of Honolulu, State of Hawaii.

Under the Sales Contract, Purchaser will be required to agree to accept the foregoing and other conditions as well as any inconvenience or annoyance which Purchaser may suffer as a result of such conditions and Purchaser will be required in the Sales Contract to expressly waive any rights, claims or actions which Purchaser might otherwise have against Developer as a result of such conditions.

**EXHIBIT N**  
**CONDOMINIUM PUBLIC REPORT**  
**ONE ARCHER LANE**

**SUMMARY OF ARCHER LANE AGREEMENTS; NEW ACCESS EASEMENT**

The Project is bordered on its Ewa (Northwest) side by Archer Lane. Archer Lane is a private roadway owned by Hawaiian Electric Company, Inc. ("HECO") that extends from South King Street into a HECO property makai (Southwest) of the Project site as shown on the attached map. As set forth in the Title Guaranty of Hawaii, Inc., title report on the Land, all of Archer Lane except for an portion designated as Lot 1-A-2 is presently subject to easements for access and other purposes in favor of the Land, and those easements are part of the Common Elements of the Project. Archer Lane is presently used primarily used by HECO service trucks and employee vehicles.

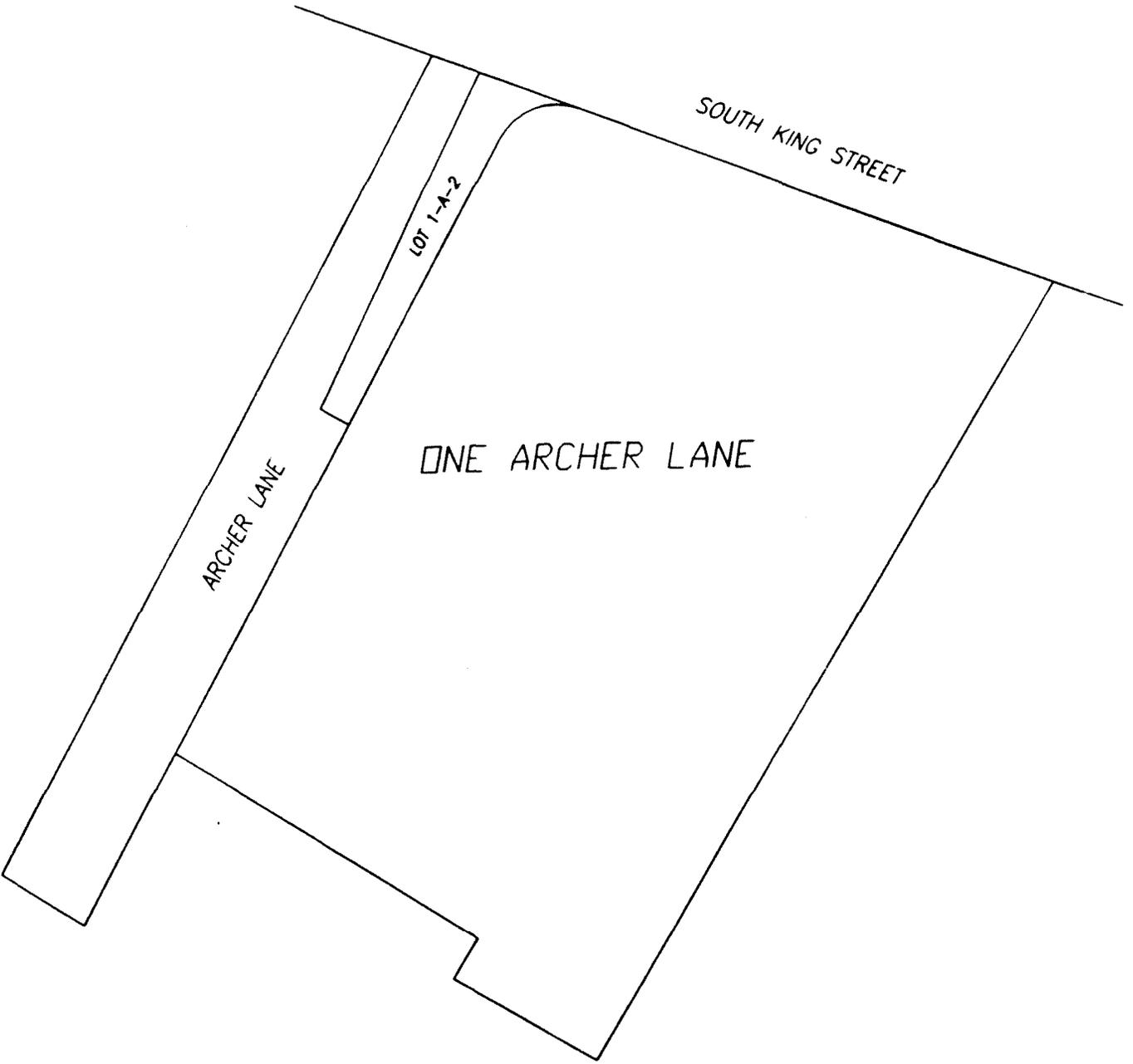
Developer and HECO have entered into an Agreement Regarding Archer Lane Easements dated January 31, 1996 ("the Archer Lane Agreement"), a copy of which is on file with the Commission, pursuant to which Developer will release the existing easements over Archer Lane and HECO will grant a new easement in the form attached thereto over all of Archer Lane for ingress to and egress from the Project. This substitution of easements is subject to the approval of the Public Utilities Commission, which is expected in early 1996.

In order to implement the terms of the Archer Lane Agreement, Developer has, as set forth in Exhibit A, reserved the right to, prior to the recording of the first Apartment Deed regarding an Apartment in the Project, release all existing easements over Archer Lane that are appurtenant to the Land and substitute therefor the new easement to be granted by HECO, and to make certain related changes to the condominium documents, substantially as set forth in the proposed First Amendment to Declaration of Condominium Property Regime of One Archer Lane attached to this Final Public Report as Exhibit R. If Developer exercises this reservation of rights, all deeds conveying Apartments in One Archer Lane to purchasers will specifically provide that the purchasers and their successors and assigns agree to be bound by the terms of the easement granted pursuant to the Archer Lane Agreement. As set forth in the proposed First Amendment, the Declaration and Bylaws of the Project will also require the Association and all Owners and occupants of the Project to comply with the easements granted pursuant to that agreement.

Under the Archer Lane Agreement, HECO will continue to have access rights over Archer Lane and it is anticipated that HECO service trucks and employee vehicles will continue to be use the roadway. Accordingly, no parking will be allowed on Archer Lane at any time, and Owners and occupants of the Project will not be permitted to play or loiter on Archer Lane. The Archer Lane Agreement further provides that the Association will pay one-third of the costs of maintaining Archer Lane and HECO will pay two-thirds until such time as HECO stops using Archer Lane for access by its vehicles, at which time such costs will be borne equally by HECO and the Association. The Association's share of Archer Lane maintenance costs, including reserves for repaving and other substantial expenses, will be included within the Common Expenses of the Project that will be assessed against all Owners.

Under the Archer Lane Agreement, HECO will have the right to dedicate Archer Lane to the City and County of Honolulu for roadway purposes, upon which the private access easement in favor of the Project will automatically terminate. Furthermore, although the access easement will initially cover all of Archer Lane, HECO retains the right to remove a makai (Southwest) portion of Archer Lane from the easement in the future, provided that the easement will, at a minimum, extend to the Project's makai (Southwest) boundary.

The Developer expects to enter into an agreement with HECO, in addition to the Archer Lane Agreement, that will allow the Developer and, subsequently, the Association to landscape the Ewa (Northwest) side of Archer Lane. The costs of maintaining that landscaping under such agreement, which will be terminable on 30 days' notice, will be borne by the Association as a Common Expense.



ARCHER LANE

SOUTH KING STREET

LOT 1-A-2

ONE ARCHER LANE

**EXHIBIT O**  
**CONDOMINIUM PUBLIC REPORT**  
**ONE ARCHER LANE**

**SUMMARY OF PLANNED PARKING RECONFIGURATION**

As set forth in Section III(c)(7) of the foregoing Final Public Report, the Project currently has a total of 490 parking stalls that are allocated and assigned as set forth in Exhibit P.

Developer has designed a proposed reconfiguration of the parking levels of the Project that will increase the total number of parking stalls in the Project to 515. Those parking stalls will include regular stalls, which measure approximately nineteen feet in length by eight to nine and one-half feet in width, and compact stalls, which measure approximately sixteen feet in length by eight to eight and one-half feet in width. The plans for this reconfiguration are presently being prepared for submission to the Building Department of the City and County of Honolulu and are expected to be approved in early 1996.

In order to implement this reconfiguration upon Building Department approval of those plans, Developer has, as noted in Exhibit A, reserved the right to, at any time prior to the recording of the first Apartment Deed regarding an Apartment in the Project, amend the Declaration and Condominium Map to (1) reconfigure the third through eighth floors of the project to increase the total number of parking stalls in the Project, (2) reconfigure the ramp from Archer Lane to level "A" of the third floor of the Project to accommodate such reconfiguration, (3) make any changes to the first, second, third, fourth, fifth, and eighth floors of the project necessary to accommodate the reconfiguration of the parking ramp, and (4) relocate, reassign and increase the number of parking stalls that are designated as Limited Common Elements appurtenant to individual apartments or to increase the number of parking stalls that are designated as "guest stalls" appurtenant to the Residential Apartments. These amendments will be substantially in the form of the proposed amendments to the Declaration and the Condominium Map that are contained in Exhibit R. Purchasers are advised that by executing the receipt for this Final Public Report, they are consenting to the Developer's amendment of the Declaration and the Condominium Map to reconfigure the parking in the Project substantially as set forth in Exhibit R.

Upon the recordation of the proposed amendments to the Declaration and the Condominium Maps, the parking stalls in the Project will be allocated and assigned as set forth in Exhibit Q. **Although most existing parking stalls and parking stall assignments set forth in Exhibit P will not be affected by this reconfiguration, purchasers of the following Apartments in the Project are advised that, pursuant to such amendments, their Apartment will be assigned the parking stall(s) shown on Exhibit Q, not the stall(s) shown on Exhibit P: 910, 1104, 1204, 1402, 1404, 1502, 1504, 1602, 1703, 1803, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 2209, 2302, 2309, 2409, 2509, 2603, 3806, and the Industrial Apartment.**

Upon recordation of the proposed amendments to the Declaration and the Condominium Map,

Section III(c)(7) of the foregoing Final Public Report will be superseded and replaced with the following:

7. Parking Stalls:

Total Parking Stalls: 515

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each unit)	<u>199 *</u>	<u>      </u>	<u>26</u>	<u>      </u>	<u>276</u>	<u>      </u>	<u>501</u>
Guest	<u>10 *</u>	<u>      </u>	<u>4</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>14</u>
Unassigned	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Extra for	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Purchase	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Other:	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Total Covered & Open	<u>209</u>	<u>      </u>	<u>30</u>	<u>      </u>	<u>276</u>	<u>      </u>	<u>      </u>

Each apartment will have the exclusive use of at least One parking stall.  
Buyers are encouraged to find out which stall(s) will be available for their use.

\* Nine regular parking stalls assigned to Residential Apartments, three regular stalls assigned to the Industrial Apartment, and one regular stall designated for residential guest parking are of a size or location that makes them accessible for persons with disabilities. These stalls are identified in the Condominium Map and Exhibits P and Q to this public report by the letter "H" (handicapped) or "VH" (van-handicapped) at the end of the parking stall number.

Commercial parking garage permitted in condominium project.

Exhibits P & Q contain additional information on parking stalls for this condominium project.

**EXHIBIT P  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**CURRENT PARKING STALL ASSIGNMENTS**

## ONE ARCHER LANE Assigned Parking Stalls

Apartment No	Parking Stall(s)
901	8-38
902	7-51
903	8-42C
904	8-24
905	6-45
906	8-52
907	8-35
908	8-20TA 8-20TB
909	8-21TA 8-21TB
910	8-46
1001	8-28
1002	8-25
1003	8-26
1004	8-27
1005	8-37
1006	8-31C
1007	8-32C
1008	4-28
1009	8-23TA 8-23TB
1010	8-22TA 8-22TB
1011	8-29
1101	8-41
1102	5-55
1103	4-48
1104	3-34C
1105	8-51
1106	7-42C
1107	4-40
1108	6-55
1109	4-24
1110	8-43
1201	8-40
1202	5-59
1203	5-51
1204	3-38
1205	7-28
1206	7-27
1207	4-42
1208	6-56
1209	4-26
1210	8-44
1401	8-39
1402	3-33
1403	5-53
1404	3-38

Apartment No	Parking Stall(s)
1405	7-28
1406	7-29
1407	4-43
1408	6-57
1409	4-27
1410	8-45
1501	8-47
1502	3-31
1503	5-56
1504	3-40
1505	7-43
1506	7-40
1507	4-38
1508	6-58
1509	4-39
1510	8-36
1601	8-48
1602	3-29
1603	5-60
1604	4-51
1605	7-44
1606	7-39
1607	4-44
1608	6-59
1609	4-30C
1610	8-30C
1701	8-49
1702	3-41
1703	3-35
1704	4-34H
1705	7-45
1706	7-38
1707	4-37
1708	6-60
1709	4-49
1710	8-50
1801	7-24
1802	4-52
1803	3-37
1804	4-56
1805	7-46
1806	7-37
1807	4-45
1808	6-61
1809	5-52

Apartment No	Parking Stall(s)
1810	7-25
1901	7-30
1902	4-33H
1903	3-39
1904	4-58
1905	7-47
1906	7-36
1907	4-36
1908	6-62
1909	5-33H
1910	7-41
2001	7-48
2002	3-45
2003	3-42
2004	4-60
2005	7-32C
2006	7-33C
2007	4-35
2008	6-63
2009	5-57
2010	7-31C
2101	6-24
2102	3-48
2103	4-53
2104	4-62
2105	7-49
2106	7-50
2107	4-31C
2108	4-41C
2109	5-61
2110	6-25
2201	6-28
2202	3-49
2203	4-55
2204	3-27
2205	8-53
2206	8-34
2207	4-50
2208	4-25
2209	3-32
2210	6-29
2301	6-43
2302	3-50H
2303	4-57
2304	3-26

## ONE ARCHER LANE Assigned Parking Stalls

Apartment No	Parking Stall(s)
2305	8-54
2306	8-33
2307	5-34H
2308	4-29
2309	3-30
2310	6-40
2401	6-38
2402	3-54
2403	4-59
2404	3-46
2405	8-55
2406	8-56
2407	5-54
2408	4-46
2409	3-28
2410	6-46
2501	6-36
2502	3-53
2503	4-61
2504	3-25
2505	8-57
2506	8-58
2507	5-58
2508	4-47
2509	3-43
2510	6-48
2601	6-33C
2602	3-52
2603	3-44
2604	3-47
2605	8-59
2606	8-60
2607	5-62
2608	4-32C
2609	4-54
2610	6-49
2701	7-35H
2702	5-1TA, 5-1TB
2703	6-19TA, 6-19TB
2704	7-2TA, 7-2TB
2705	8-61
2706	8-62
2707	7-21TA, 7-21TB
2708	8-15TA, 8-15TB
2709	8-12TA, 8-12TB

Apartment No	Parking Stall(s)
2710	7-34H
2801	7-54
2802	5-11TA, 5-11TB
2803	6-16TA, 6-16TB
2804	7-4TA, 7-4TB
2805	8-63
2806	6-42C
2807	7-19TA, 7-19TB
2808	8-14TA, 8-14TB
2809	8-9TA, 8-9TB
2810	7-55
2901	7-58
2902	5-8TA, 5-8TB
2903	6-13TA, 6-13TB
2904	5-20TA, 5-20TB
2905	6-26
2906	6-27
2907	7-17TA, 7-17TB
2908	8-13TA, 8-13TB
2909	8-6TA, 8-6TB
2910	7-59
3001	7-62
3002	5-6TA, 5-6TB
3003	7-11TA, 7-11TB
3004	5-17TA, 5-17TB
3005	6-30
3006	6-41
3007	7-15TA, 7-15TB
3008	7-23TA, 7-23TB
3009	8-3TA, 8-3TB
3010	7-63
3101	5-25
3102	5-5TA, 5-5TB
3103	7-8TA, 7-8TB
3104	5-14TA, 5-14TB
3105	6-44
3106	6-39
3107	7-13TA, 7-13TB
3108	7-22TA, 7-22TB
3109	6-22TA, 6-22TB
3110	5-26
3201	5-29
3202	5-4TA, 5-4TB
3203	7-5TA, 7-5TB
3204	6-12TA, 6-12TB

Apartment No	Parking Stall(s)
3205	6-37
3206	6-47
3207	8-11TA, 8-11TB
3208	7-20TA, 7-20TB
3209	6-18TA, 6-18TB
3210	5-40
3301	5-43
3302	4-1TA, 4-1TB
3303	5-23TA, 5-23TB
3304	6-10TA, 6-10TB
3305	6-31C
3306	6-32C
3307	8-8TA, 8-8TB
3308	7-18TA, 7-18TB
3309	6-15TA, 6-15TB
3310	5-38
3401	5-45
3402	4-11TA, 4-11TB
3403	5-19TA, 5-19TB
3404	6-7TA, 6-7TB
3405	6-50
3406	6-51
3407	8-2TA, 8-2TB
3408	7-16TA, 7-16TB
3409	7-1TA, 7-1TB
3410	5-36
3501	5-46
3502	4-10TA, 4-10TB
3503	5-16TA, 5-16TB
3504	6-2TA, 6-2TB
3505	7-52
3506	7-53
3507	8-4TA, 8-4TB
3508	7-14TA, 7-14TB
3509	7-10TA, 7-10TB
3510	5-35
3601	5-47
3602	4-9TA, 4-9TB
3603	5-13TA, 5-13TB
3604	6-3TA, 6-3TB
3605	7-56
3606	7-57
3607	6-21TA, 6-21TB
3608	8-1TA, 8-1TB
3609	7-7TA, 7-7TB

## ONE ARCHER LANE Assigned Parking Stalls

Apartment No	Parking Stall(s)
3610	5-30C
3701	5-31C
3702	4-8TA, 4-8TB
3703	6-11TA, 6-11TB
3704	5-12TA, 5-12TB
3705	7-60
3706	7-61
3707	6-17TA, 6-17TB
3708	8-10TA, 8-10TB
3709	7-3TA, 7-3TB
3710	5-32C
3801	5-48
3802	4-7TA, 4-7TB
3803	6-9TA, 6-9TB
3804	5-10TA, 5-10TB
3805	5-41C
3806	5-24
3807	6-14TA, 6-14TB
3808	8-7TA, 8-7TB
3809	5-22TA, 5-22TB
3810	5-49
3901	5-50
3902	4-2TA, 4-2TB
3903	6-6TA, 6-6TB
3904	5-7TA, 5-7TB
3905	5-27
3906	5-28
3907	7-12TA, 7-12TB
3908	8-5TA, 8-5TB
3909	5-18TA, 5-18TB
3910	6-52
4001	6-35H
4002	4-5TA, 4-5TB
4003	6-5TA, 6-5TB
4004	5-2TA, 5-2TB
4005	5-42
4006	5-39
4007	7-9TA, 7-9TB
4008	6-23TA, 6-23TB
4009	5-15TA, 5-15TB
4010	6-34H
4101	6-53
4102	4-3TA, 4-3TB
4103	6-4TA, 6-4TB
4104	5-3TA, 5-3TB

Apartment No	Parking Stall(s)
4105	5-44
4106	5-37
4107	7-6TA, 7-6TB
4108	6-20TA, 6-20TB
4109	6-1TA, 6-1TB
4110	6-54
PH 01	8-17TA, 8-17TB
PH 02	4-4TA, 4-4TB
PH 03	4-12TA, 4-12TB
PH 04	4-6TA, 4-6TB
PH 05	8-19TA, 8-19TB
PH 06	8-18TA, 8-18TB
PH 07	6-8TA, 6-8TB
PH 08	5-21TA, 5-21TB
PH 09	5-9TA, 5-9TB
PH 10	8-16TA, 8-16TB

Apartment No	Parking Stall(s)
Guest	3-1C
Guest	3-2C
Guest	3-3C
Guest	3-4C
Guest	3-5C
Guest	3-6C
Guest	3-7C
Guest	3-8C
Guest	3-9C
Guest	3-22C
Guest	3-23C
Guest	3-24C
Guest	3-51H

Industrial	3-10TA, 3-10TB
Industrial	3-11TA, 3-11TB
Industrial	3-12TA, 3-12TB
Industrial	3-13TA, 3-13TB
Industrial	3-14TA, 3-14TB
Industrial	3-15TA, 3-15TB
Industrial	3-16TA, 3-16TB
Industrial	3-17TA, 3-17TB
Industrial	4-13TA, 4-13TB
Industrial	4-14TA, 4-14TB
Industrial	4-15TA, 4-15TB
Industrial	4-16TA, 4-16TB
Industrial	4-17TA, 4-17TB
Industrial	4-18TA, 4-18TB
Industrial	4-19TA, 4-19TB
Industrial	4-20TA, 4-20TB
Industrial	4-21TA, 4-21TB
Industrial	4-22TA, 4-22TB
Industrial	4-23TA, 4-23TB
Industrial	3-18
Industrial	3-19
Industrial	3-20VH
Industrial	3-21H

## Parking Stall Key

Regular parking stalls are identified on the foregoing schedule by a number that is not followed by a letter (e.g., 8-44). Regular stalls measure approximately nineteen feet in length by eight to nine and one-half feet in width.

Compact stalls are identified in the foregoing schedule by the letter "C" at the end of a parking stall number (e.g., 8-42C). Compact stalls measure approximately sixteen feet in length by eight to eight and one-half feet in width.

Tandem parking stalls are identified in the foregoing schedule by the letter "T" at the end of the parking stall number (e.g., 8-20T).

Nine regular parking stalls assigned to Residential Apartments, two regular stalls assigned to the Industrial Apartment, and one regular stall designated for residential guest parking are of a size or location that makes them accessible for persons with disabilities. These stalls are identified on the foregoing schedule by the letter "H" (handicapped) or "VH" (van-handicapped) at the end of the parking stall number (e.g., 3-57H or 3-26VH).

**EXHIBIT Q  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**PROPOSED FINAL PARKING STALL ASSIGNMENTS**

# ONE ARCHER LANE

## Assigned Parking Stalls

Apartment No.	Parking Stall(s)
901	8-38
902	7-51
903	8-42C
904	8-24
905	6-45
906	8-52
907	8-35
908	8-20TA, 8-20TB
909	8-21TA, 8-21TB
910	4-23TA, 4-23TB
1001	8-28
1002	8-25
1003	8-26
1004	8-27
1005	8-37
1006	8-31C
1007	8-32C
1008	4-28
1009	8-23TA, 8-23TB
1010	8-22TA, 8-22TB
1011	8-29
1101	8-41
1102	5-55
1103	4-48
1104	3-49
1105	8-51
1106	7-42C
1107	4-40
1108	6-55
1109	4-24
1110	8-43
1201	8-40
1202	5-59
1203	5-51
1204	8-66
1205	7-26
1206	7-27
1207	4-42
1208	6-56
1209	4-26
1210	8-44
1401	8-39
1402	8-46
1403	5-53
1404	3-50

Apartment No.	Parking Stall(s)
1405	7-28
1406	7-29
1407	4-43
1408	6-57
1409	4-27
1410	8-45
1501	8-47
1502	7-30
1503	5-56
1504	4-36
1505	7-43
1506	7-40
1507	4-38
1508	6-58
1509	4-39
1510	8-36
1601	8-48
1602	7-36
1603	5-60
1604	4-51
1605	7-44
1606	7-39
1607	4-44
1608	6-59
1609	4-30C
1610	8-30C
1701	8-49
1702	3-47
1703	8-64
1704	4-34H
1705	7-45
1706	7-38
1707	4-37
1708	6-60
1709	4-49
1710	8-50
1801	7-24
1802	4-52
1803	7-41
1804	4-58
1805	7-46
1806	7-37
1807	4-45
1808	6-61
1809	5-52

Apartment No.	Parking Stall(s)
1810	7-25
1901	4-22TA, 4-22TB
1902	4-14TA, 4-14TB
1903	4-15TA, 4-15TB
1904	4-13TA, 4-13TB
1905	4-20TA, 4-20TB
1906	4-19TA, 4-19TB
1907	4-17TA, 4-17TB, 3-56H
1908	4-18TA, 4-18TB
1909	4-16TA, 4-16TB, 5-24A
1910	4-21TA, 4-21TB
2001	7-48
2002	3-51
2003	3-48
2004	4-60
2005	7-32C
2006	7-33C
2007	4-35
2008	6-63
2009	5-57
2010	7-31C
2101	6-24
2102	3-54
2103	4-53
2104	4-62
2105	7-49
2106	7-50
2107	4-31C
2108	4-41C
2109	5-61
2110	6-25
2201	6-28
2202	3-55
2203	4-55
2204	3-33
2205	8-53
2206	8-34
2207	4-50
2208	4-25
2209	8-65
2210	6-29
2301	6-43
2302	4-58
2303	4-57
2304	3-32

Final

# ONE ARCHER LANE

## Assigned Parking Stalls

Apartment No.	Parking Stall(s)
2305	8-54
2306	8-33
2307	5-34H
2308	4-29
2309	7-47
2310	6-40
2401	6-38
2402	3-60
2403	4-59
2404	3-52
2405	8-55
2406	8-56
2407	5-54
2408	4-46
2409	6-62
2410	6-46
2501	6-36
2502	3-59
2503	4-61
2504	3-31
2505	8-57
2506	8-58
2507	5-58
2508	4-47
2509	5-33H
2510	6-48
2601	6-33C
2602	3-58
2603	4-33H
2604	3-53
2605	8-59
2606	8-60
2607	5-62
2608	4-32C
2609	4-54
2610	6-49
2701	7-35H
2702	5-1TA, 5-1TB
2703	6-19TA, 6-19TB
2704	7-2TA, 7-2TB
2705	8-61
2706	8-62
2707	7-21TA, 7-21TB
2708	8-15TA, 8-15TB
2709	8-12TA, 8-12TB

Apartment No.	Parking Stall(s)
2710	7-34H
2801	7-54
2802	5-11TA, 5-11TB
2803	6-16TA, 6-16TB
2804	7-4TA, 7-4TB
2805	8-63
2806	6-42C
2807	7-19TA, 7-19TB
2808	8-14TA, 8-14TB
2809	8-9TA, 8-9TB
2810	7-55
2901	7-56
2902	5-8TA, 5-8TB
2903	6-13TA, 6-13TB
2904	5-20TA, 5-20TB
2905	6-26
2906	6-27
2907	7-17TA, 7-17TB
2908	8-13TA, 8-13TB
2909	8-6TA, 8-6TB
2910	7-59
3001	7-62
3002	5-6TA, 5-6TB
3003	7-11TA, 7-11TB
3004	5-17TA, 5-17TB
3005	6-30
3006	6-41
3007	7-15TA, 7-15TB
3008	7-23TA, 7-23TB
3009	8-3TA, 8-3TB
3010	7-63
3101	5-25
3102	5-5TA, 5-5TB
3103	7-8TA, 7-8TB
3104	5-14TA, 5-14TB
3105	6-44
3106	6-39
3107	7-13TA, 7-13TB
3108	7-22TA, 7-22TB
3109	6-22TA, 6-22TB
3110	5-26
3201	5-29
3202	5-4TA, 5-4TB
3203	7-5TA, 7-5TB
3204	6-12TA, 6-12TB

Apartment No.	Parking Stall(s)
3205	6-37
3206	6-47
3207	6-11TA, 6-11TB
3208	7-20TA, 7-20TB
3209	6-18TA, 6-18TB
3210	5-40
3301	5-43
3302	4-1TA, 4-1TB
3303	5-23TA, 5-23TB
3304	6-10TA, 6-10TB
3305	6-31C
3306	6-32C
3307	8-8TA, 8-8TB
3308	7-18TA, 7-18TB
3309	6-15TA, 6-15TB
3310	5-38
3401	5-45
3402	4-11TA, 4-11TB
3403	5-19TA, 5-19TB
3404	6-7TA, 6-7TB
3405	6-50
3406	6-51
3407	8-2TA, 8-2TB
3408	7-16TA, 7-16TB
3409	7-1TA, 7-1TB
3410	5-36
3501	5-46
3502	4-10TA, 4-10TB
3503	5-16TA, 5-16TB
3504	6-2TA, 6-2TB
3505	7-52
3506	7-53
3507	8-4TA, 8-4TB
3508	7-14TA, 7-14TB
3509	7-10TA, 7-10TB
3510	5-35
3601	5-47
3602	4-9TA, 4-9TB
3603	5-13TA, 5-13TB
3604	6-3TA, 6-3TB
3605	7-56
3606	7-57
3607	6-21TA, 6-21TB
3608	8-1TA, 8-1TB
3609	7-7TA, 7-7TB

Final

# ONE ARCHER LANE

## Assigned Parking Stalls

Apartment No.	Parking Stall(s)
3610	5-30C
3701	5-31C
3702	4-8TA, 4-8TB
3703	6-11TA, 6-11TB
3704	5-12TA, 5-12TB
3705	7-60
3706	7-61
3707	6-17TA, 6-17TB
3708	8-10TA, 8-10TB
3709	7-3TA, 7-3TB
3710	5-32C
3801	5-48
3802	4-7TA, 4-7TB
3803	6-9TA, 6-9TB
3804	5-10TA, 5-10TB
3805	5-41C
3806	5-24B
3807	6-14TA, 6-14TB
3808	8-7TA, 8-7TB
3809	5-22TA, 5-22TB
3810	5-49
3901	5-50
3902	4-2TA, 4-2TB
3903	6-6TA, 6-6TB
3904	5-7TA, 5-7TB
3905	5-27
3906	5-28
3907	7-12TA, 7-12TB
3908	8-5TA, 8-5TB
3909	5-18TA, 5-18TB
3910	6-52
4001	6-35H
4002	4-5TA, 4-5TB
4003	6-5TA, 6-5TB
4004	5-2TA, 5-2TB
4005	5-42
4006	5-39
4007	7-9TA, 7-9TB
4008	6-23TA, 6-23TB
4009	5-15TA, 5-15TB
4010	6-34H
4101	6-53
4102	4-3TA, 4-3TB
4103	6-4TA, 6-4TB
4104	5-3TA, 5-3TB

Apartment No.	Parking Stall(s)
4105	5-44
4106	5-37
4107	7-6TA, 7-6TB
4108	6-20TA, 6-20TB
4109	6-1TA, 6-1TB
4110	6-54
PH 01	8-17TA, 8-17TB
PH 02	4-4TA, 4-4TB
PH 03	4-12TA, 4-12TB
PH 04	4-6TA, 4-6TB
PH 05	8-19TA, 8-19TB
PH 06	8-18TA, 8-18TB
PH 07	6-8TA, 6-8TB
PH 08	5-21TA, 5-21TB
PH 09	5-9TA, 5-9TB
PH 10	8-16TA, 8-16TB

Apartment No.	Parking Stall(s)
Guest	3-34
Guest	3-35
Guest	3-36
Guest	3-37
Guest	3-38
Guest	3-39
Guest	3-40C
Guest	3-41
Guest	3-42
Guest	3-43
Guest	3-44
Guest	3-45
Guest	3-46
Guest	3-57H

Industrial	3-1TA, 3-1TB
Industrial	3-2TA, 3-2TB
Industrial	3-3TA, 3-3TB
Industrial	3-4TA, 3-4TB
Industrial	3-5TA, 3-5TB
Industrial	3-6TA, 3-6TB
Industrial	3-7TA, 3-7TB
Industrial	3-8TA, 3-8TB
Industrial	3-9TA, 3-9TB
Industrial	3-10TA, 3-10TB
Industrial	3-11TA, 3-11TB
Industrial	3-12TA, 3-12TB
Industrial	3-13TA, 3-13TB
Industrial	3-14TA, 3-14TB
Industrial	3-15TA, 3-15TB
Industrial	3-16TA, 3-16TB
Industrial	3-17TA, 3-17TB
Industrial	3-18TA, 3-18TB
Industrial	3-19TA, 3-19TB
Industrial	3-20TA, 3-20TB
Industrial	3-21TA, 3-21TB
Industrial	3-22TA, 3-22TB
Industrial	3-23TA, 3-23TB
Industrial	3-24H
Industrial	3-25H
Industrial	3-26VH
Industrial	3-27
Industrial	3-28C
Industrial	3-29C
Industrial	3-30C

Final

## Parking Stall Key

Regular parking stalls are identified on the foregoing schedule by a number that is not followed by a letter (e.g., 8-44). Regular stalls measure approximately nineteen feet in length by eight to nine and one-half feet in width.

Compact stalls are identified in the foregoing schedule by the letter "C" at the end of a parking stall number (e.g., 8-42C). Compact stalls measure approximately sixteen feet in length by eight to eight and one-half feet in width.

Tandem parking stalls are identified in the foregoing schedule by the letter "T" at the end of the parking stall number (e.g., 8-20T).

Nine regular parking stalls assigned to Residential Apartments, three regular stalls assigned to the Industrial Apartment, and one regular stall designated for residential guest parking are of a size or location that makes them accessible for persons with disabilities. These stalls are identified on the foregoing schedule by the letter "H" (handicapped) or "VH" (van-handicapped) at the end of the parking stall number (e.g., 3-57H or 3-26VH).

**EXHIBIT R  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**PROPOSED FIRST AMENDMENT TO DECLARATION  
AND CONDOMINIUM MAP**

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF ONE ARCHER LANE**

**THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF ONE ARCHER LANE is made this \_\_\_ day of \_\_\_\_\_, 19\_\_\_,**  
by **MYERS KING STREET PARTNERS, a Hawaii limited partnership, whose address is 745  
Fort Street, Suite 1500, Honolulu, Hawaii 96813 (hereinafter referred to as "Developer").**

**RECITALS**

**WHEREAS, by that certain Declaration of Condominium Property Regime of  
One Archer Lane dated January \_\_, 1996 ("the Declaration"), Developer, and P. SCHUBERT  
PROPERTIES LIMITED PARTNERSHIP, a Hawaii limited partnership, and MALAMA  
DEVELOPMENT CORP., a Hawaii corporation, submitted the Land and all of their interests  
therein and all appurtenances thereto to a Condominium Property Regime established pursuant to  
the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, known as "One Archer  
Lane" ("the Project"); and**

**WHEREAS, by virtue of that certain Limited Warranty Deed dated  
\_\_\_\_\_, 1996, and recorded in the Bureau as Document No. \_\_\_\_\_ and in the  
Land Court as Document No. \_\_\_\_\_, and that certain Limited Warranty Deed in  
Satisfaction of Agreement of Sale dated \_\_\_\_\_, 1996, and recorded in the Bureau as  
Document No. \_\_\_\_\_ and in the Land Court as Document No. \_\_\_\_\_,  
Developer is now the Fee Owner; and**

**WHEREAS, Developer, in Article N, Section 6 of the Declaration, reserved the**

right to amend the Declaration and the Condominium Map to (i) increase the total number of parking stalls in the Project by reconfiguring the parking located on the third through eighth floors of the Project, (ii) make certain other changes to the first, second, third, fourth, fifth, and eighth floors of the Project necessary to accommodate such reconfiguration, and (iii) reassign the parking stalls, all as more fully set forth in said Article N, Section 6; and

**WHEREAS**, Developer, in Article N, Section 7 of the Declaration, reserved the right to amend the Declaration to release all easements over, across, along, and upon Archer Lane that, as set forth in the Declaration, are appurtenant to the Land and to substitute therefor an easement over, upon and across Archer Lane for ingress and egress to the Land and the Project granted by Hawaiian Electric Company, Inc., all as more fully set forth in said Article N, Section 7; and

**WHEREAS**, in order to exercise the right it reserved in Article N, Section 6, of the Declaration to reconfigure the parking in the Project, the Developer has, concurrently herewith, amended the Condominium Map by recording in the Bureau and in the Land Court amended pages CM-0.01, -2.01, -2.02, -2.03, -2.04, -2.05, and -2.08 of the Condominium Map; and

**WHEREAS**, in furtherance of its exercise of the rights it reserved in said Article N, Sections 6 and 7, the Developer desires to amend the Declaration as set forth herein.

**NOW, THEREFORE**, pursuant to Article N of the Declaration, Developer hereby amends the Declaration as follows:

1. **Definitions.** The terms used herein with initial capital letters shall have the

meanings given to them in the Declaration, except as otherwise expressly provided herein.

2. Reconfiguration and Reallocation of Parking.

a. Exhibit "B-1" to the Declaration is deleted and replaced in its entirety by the new Exhibit "B-1" attached hereto. All references in the Declaration to "Exhibit 'B-1'" shall henceforth be deemed to refer to the new Exhibit "B-1" attached hereto.

b. The text of Article B, Section 4(d)(2) of the Declaration is deleted and replaced with the following: "[intentionally omitted.]".

3. Substitution of Archer Lane Easements.

a. Exhibit "A" to the Declaration is deleted and replaced in its entirety by the new Exhibit "A" attached hereto. All references in the Declaration to "Exhibit 'A'" shall henceforth be deemed to refer to the new Exhibit "A" attached hereto.

b. Article B, Section 3(a) of the Declaration is deleted and replaced in its entirety with the following:

a. The Land, in fee simple, and any and all easements and appurtenances thereto, including, without limitation, the easement created by that certain Grant of Easement for Ingress and Egress and Maintenance Agreement between Hawaiian Electric Company, Inc., a Hawaii corporation, as grantor, and Developer, as grantee, dated \_\_\_\_\_ and recorded in the Bureau as Document No. \_\_\_\_\_ and in the Land Court as Document No. \_\_\_\_\_.

c. Article F, Section 4 of the Declaration is deleted and replaced in its entirety with the following:

4. Prohibition of Activities Which Jeopardize the Project. No Owner shall do or suffer or permit to be done anything to any Apartment or appurtenant Limited Common Element or elsewhere on the Project which will (a) jeopardize the safety or soundness of the Project, or (b) create a nuisance or interfere with or unreasonably disturb the rights of other Owners and occupants, or (c) result in the cancellation of any insurance required for

the Project by the Bylaws, or (d) violate the Grant of Easement for Ingress and Egress and Maintenance Agreement described in Article B, Section 3(a), provided that nothing in this section shall prohibit the use of the Industrial Apartment for any of the uses permitted by Article F, Section 2.

d. Article G, Section 9 of the Declaration is deleted and replaced in its

entirety with the following:

9. Compliance with Agreements. Observe and comply with all the terms and conditions of:

(a) the One Archer Lane (King Street Place) Joint Development Agreement Pursuant to Planned Development Permit (PD 1-94) dated September 19, 1995, by Myers King Street Corporation, a Hawaii corporation, P. Schubert Properties Limited Partnership, a Hawaii limited partnership, Malama Development Corp., a Hawaii corporation, and Roman Catholic Church in the State of Hawaii, a Hawaii nonprofit corporation, as declarants, and recorded in the Bureau as Document No. 95-122482 and in the Land Court as Document No. 2261873;

(b) the Agreement dated January 29, 1996, by the Hawaii Community Development Authority and Myers King Street Corporation recorded in the Bureau as Document No. 96-013125 and in the Land Court as Document No. 2287377;

(c) the Letter Agreement dated October 2, 1995, by and between the City and County of Honolulu Department of Public Works and Myers King Street Corporation regarding "Variance -- Nonstandard Sidewalk Finish, etc."; and

(d) the Grant of Easement for Ingress and Egress and Maintenance Agreement between Hawaiian Electric Company, Inc., a Hawaii corporation, as Grantor, and Myers King Street Partners, a Hawaii limited partnership, as Grantee, dated \_\_\_\_\_ and recorded in the Bureau as Document No. \_\_\_\_\_ and in the Land Court as Document No. \_\_\_\_\_.

No amendment of this Declaration or the Bylaws purporting to affect the Association's obligations, as successor to Developer, under the agreements set forth in this Section 9 shall be effective without the written consent of the other party or parties to such agreement except as otherwise expressly provided for in such agreements.

4. Except as expressly set forth herein, the Declaration remains in full force

and effect.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to Declaration of Condominium Property Regime of One Archer Lane as of the date first set forth above.

**MYERS KING STREET PARTNERS,  
a Hawaii limited partnership,**

**By Myers King Street Corporation,  
a Hawaii corporation,  
Its General Partner**

By \_\_\_\_\_  
Jack E. Myers  
Its President

c:\...docum1215

One Archer Lane  
Declaration Amendment  
February 15, 1996

STATE OF HAWAII )  
 ) ss.  
CITY & COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1996, before me personally appeared JACK E. MYERS, to me personally known/proven on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Notary Public  
State of Hawaii

My commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**LAND DESCRIPTION**

All of those certain parcels situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, more particularly identified as follows:

**ITEM I:**

Lot 1-A-1, area 29,608.0 square feet, as shown on Map 3, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1482 of Peter Kovner Schubert and Katherine Martin Schubert;  
and

Lot 2-B, area 827.0 square feet, as shown on Map 2, filed in said Office with Land Court Application No. 1437 of Theo. H. Davies & Company, Limited;

Being the Land Described in Land Court Certificate of Title No. \_\_\_\_\_ issued to Myers King Street Partners, a Hawaii limited partnership.

**ITEM II:**

Lot 2-A, area 6,445.0 square feet, as shown on Map 2, filed in said Office with said Land Court Application No. 1437; and

Lot 2, area 239.0 square feet, and Lot 3, area 588.0 square feet, as shown on Map 1, filed in said Office with said Land Court Application No. 1482;

Being the Land Described in Land Court Certificate of Title No. \_\_\_\_\_ issued to Myers King Street Partners, a Hawaii limited partnership.

**ITEM III:**

Lot 6 of the "HAMAUKU TRACT", containing an area of 2,935 square feet, more or less, as shown on File Plan No. 78, filed in the Bureau of Conveyances of the State of Hawaii;

Being the land described in that certain Limited Warranty Deed from Malama Development Corp., a Hawaii corporation, as Grantor, to Myers King Street Partners, a Hawaii limited partnership, as Grantee, dated \_\_\_\_\_ and recorded in said Bureau as Document No. \_\_\_\_\_ and in said Land Court as Document No. \_\_\_\_\_.

Together with an easement appurtenant to all of said Lots for ingress and egress purposes over, upon and across that certain land known as Archer Lane and more particularly described as:

All of that certain land situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, known as Archer Lane, as shown on File Plan Nos. 73 and 78 filed in said Bureau; and

All of that certain parcel of land situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, identified as Lot 1-A-2, area 1,541.0 square feet, as shown on Map 3, filed in said Office with said Land Court Application No. 1482, being the parcel described in Land Court Certificate of Title No. 153,246 issued to Hawaiian Electric Company, Inc., a Hawaii corporation;

As set forth in that certain Grant of Easement for Ingress and Egress and Maintenance Agreement between Hawaiian Electric Company, Inc., a Hawaii corporation, as Grantor, and Myers King Street Corporation, a Hawaii corporation, as Grantee, dated \_\_\_\_\_ and recorded in said Office as Document No. \_\_\_\_\_ and in said Bureau as Document No. \_\_\_\_\_, subject to, among other things, the right of the grantor of such easement to consolidate and subdivide Archer Lane, upon which subdivision such easement would terminate as to a portion of Archer Lane as set forth in Section 7 of said Grant.

Together further with an easement appurtenant to said Lots 1-A-1 and 6 for road and utility purposes over and across a portion of Edwin Walk, being more particularly described as follows:

All of that certain parcel of land (being a portion of the land(s) described in and covered by Royal Patent Number 5735, Land Commission Award Number 706 to Kukuna Neki) situate, lying and being on the southeast side of Archer Lane at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, being PARCEL 6, same being a portion of EDWIN WALK of the "HAMAUKU TRACT", File Plan No. 78, and thus bounded and described:

Beginning at the north corner of this parcel of land, being also the west corner of Lot 1-A (as shown on Map 2) of Land Court Application 1482 and on the southeast side of Archer Lane, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 3,678.98 feet south and 1,197.14 feet west, as shown on Division of Land Survey and Acquisition Parcel Map File No. 16-11-1-94, thence running by azimuths measured clockwise from true South:

1.      303'                      03'                      108.58                      feet along Lot 1-A (as shown on Map 2) of Land Court Application 1482.;

- |    |      |     |   |
|----|------|-----|---|
| 2. | 30'  | 47' | 10.01 feet along Lot 6 of the Hamauku Tract (File Plan 78);   |
| 3. | 123' | 03' | 108.06 feet along Land Court Application 1856 (pending);  |
| 4. | 207' | 49' | 10.04 feet along the southeast side of Archer Lane to the point of beginning and containing an area of 1,083 square feet, more or less. |

**TOGETHER WITH AND SUBJECT TO the following:**

1. As to ITEM III above only:

a. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. The terms and conditions of the One Archer Lane (King Street Place) Joint Development Agreement Pursuant to Planned Development Permit (PD 1-94) dated September 19, 1995, by Myers King Street Corporation, a Hawaii corporation, P. Schubert Properties Limited Partnership, a Hawaii limited partnership, Malama Development Corp., a Hawaii corporation, and Roman Catholic Church in the State of Hawaii, a Hawaii nonprofit corporation, as declarants, and recorded in the Bureau as Document No. 95-122482 and in the Land Court as Document No. 2261873, Myers King Street Corporation's interest in which was assigned to Developer by that certain Assignment of One Archer Lane (King Street Place) Joint Development Agreement Pursuant to Planned Development Permit (PD 1-94) dated January \_\_\_, 1996, and recorded in the Bureau as Document No. \_\_\_\_\_ and in the Land Court as Document No. \_\_\_\_\_.

3. The terms and conditions of the Agreement dated January \_\_\_, 1996, by the Hawaii Community Development Authority and Myers King Street Partners recorded in the Bureau as Document No. \_\_\_\_\_ and in the Land Court as Document No. \_\_\_\_\_.

4. The terms and conditions of said Grant of Easement for Ingress and Egress and Maintenance Agreement.

TMK: Oahu 2-1-44-41, 42 & 43

**EXHIBIT "B-1"**  
**ONE ARCHER LANE**  
**Assigned Parking Stalls**

Apartment No.	Parking Stalls
901	8-38
902	7-51
903	8-42C
904	8-24
905	6-45
906	8-52
907	8-35
908	8-20TA, 8-20TB
909	8-21TA, 8-21TB
910	4-23TA, 4-23TB
1001	8-28
1002	8-25
1003	8-26
1004	8-27
1005	8-37
1006	8-31C
1007	8-32C
1008	4-28
1009	8-23TA, 8-23TB
1010	8-22TA, 8-22TB
1011	8-29
1101	8-41
1102	5-55
1103	4-48
1104	3-49
1105	8-51
1106	7-42C
1107	4-40
1108	6-55
1109	4-24
1110	8-43
1201	8-40
1202	5-59
1203	5-51
1204	8-66
1205	7-28
1206	7-27
1207	4-42
1208	6-56
1209	4-26
1210	8-44
1401	8-39
1402	8-46
1403	5-53
1404	3-50

Apartment No.	Parking Stalls
1405	7-28
1406	7-29
1407	4-43
1408	6-57
1409	4-27
1410	8-45
1501	8-47
1502	7-30
1503	5-56
1504	4-36
1505	7-43
1506	7-40
1507	4-38
1508	6-58
1509	4-39
1510	8-36
1601	8-48
1602	7-36
1603	5-60
1604	4-51
1605	7-44
1606	7-39
1607	4-44
1608	6-59
1609	4-30C
1610	8-30C
1701	8-49
1702	3-47
1703	8-64
1704	4-34H
1705	7-45
1706	7-38
1707	4-37
1708	6-60
1709	4-49
1710	8-50
1801	7-24
1802	4-52
1803	7-41
1804	4-58
1805	7-46
1806	7-37
1807	4-45
1808	6-61
1809	5-52

Apartment No.	Parking Stalls
1810	7-25
1901	4-22TA, 4-22TB
1902	4-14TA, 4-14TB
1903	4-15TA, 4-15TB
1904	4-13TA, 4-13TB
1905	4-20TA, 4-20TB
1906	4-19TA, 4-19TB
1907	4-17TA, 4-17TB, 3-56H
1908	4-18TA, 4-18TB
1909	4-16TA, 4-16TB, 5-24A
1910	4-21TA, 4-21TB
2001	7-48
2002	3-51
2003	3-48
2004	4-60
2005	7-32C
2006	7-33C
2007	4-35
2008	6-63
2009	5-57
2010	7-31C
2101	6-24
2102	3-54
2103	4-53
2104	4-62
2105	7-49
2106	7-50
2107	4-31C
2108	4-41C
2109	5-61
2110	6-25
2201	6-28
2202	3-55
2203	4-55
2204	3-33
2205	8-53
2206	8-34
2207	4-50
2208	4-25
2209	8-65
2210	6-29
2301	6-43
2302	4-58
2303	4-57
2304	3-32

**Final**

# ONE ARCHER LANE

## Assigned Parking Stalls

Apartment No.	Parking Stall(s)
2305	8-54
2306	8-33
2307	5-34H
2308	4-29
2309	7-47
2310	6-40
2401	6-38
2402	3-60
2403	4-59
2404	3-52
2405	8-55
2406	8-56
2407	5-54
2408	4-46
2409	6-62
2410	6-46
2501	6-36
2502	3-59
2503	4-61
2504	3-31
2505	8-57
2506	8-58
2507	5-58
2508	4-47
2509	5-33H
2510	6-48
2601	6-33C
2602	3-58
2603	4-33H
2604	3-53
2605	8-59
2606	8-60
2607	5-62
2608	4-32C
2609	4-54
2610	6-49
2701	7-35H
2702	5-1TA, 5-1TB
2703	6-19TA, 6-19TB
2704	7-2TA, 7-2TB
2705	8-61
2706	8-62
2707	7-21TA, 7-21TB
2708	8-15TA, 8-15TB
2709	8-12TA, 8-12TB

Apartment No.	Parking Stall(s)
2710	7-34H
2801	7-54
2802	5-11TA, 5-11TB
2803	6-16TA, 6-16TB
2804	7-4TA, 7-4TB
2805	8-63
2806	6-42C
2807	7-19TA, 7-19TB
2808	8-14TA, 8-14TB
2809	8-9TA, 8-9TB
2810	7-55
2901	7-56
2902	5-8TA, 5-8TB
2903	6-13TA, 6-13TB
2904	5-20TA, 5-20TB
2905	6-26
2906	6-27
2907	7-17TA, 7-17TB
2908	8-13TA, 8-13TB
2909	8-6TA, 8-6TB
2910	7-59
3001	7-62
3002	5-6TA, 5-6TB
3003	7-11TA, 7-11TB
3004	5-17TA, 5-17TB
3005	6-30
3006	6-41
3007	7-15TA, 7-15TB
3008	7-23TA, 7-23TB
3009	8-3TA, 8-3TB
3010	7-63
3101	5-25
3102	5-5TA, 5-5TB
3103	7-8TA, 7-8TB
3104	5-14TA, 5-14TB
3105	6-44
3106	6-39
3107	7-13TA, 7-13TB
3108	7-22TA, 7-22TB
3109	6-22TA, 6-22TB
3110	5-28
3201	5-29
3202	5-4TA, 5-4TB
3203	7-5TA, 7-5TB
3204	6-12TA, 6-12TB

Apartment No.	Parking Stall(s)
3205	6-37
3206	6-47
3207	8-11TA, 8-11TB
3208	7-20TA, 7-20TB
3209	6-18TA, 6-18TB
3210	5-40
3301	6-43
3302	4-1TA, 4-1TB
3303	5-23TA, 5-23TB
3304	6-10TA, 6-10TB
3305	6-31C
3306	6-32C
3307	8-8TA, 8-8TB
3308	7-18TA, 7-18TB
3309	6-15TA, 6-15TB
3310	5-38
3401	5-45
3402	4-11TA, 4-11TB
3403	5-19TA, 5-19TB
3404	6-7TA, 6-7TB
3405	6-50
3406	6-51
3407	8-2TA, 8-2TB
3408	7-16TA, 7-16TB
3409	7-1TA, 7-1TB
3410	5-36
3501	5-46
3502	4-10TA, 4-10TB
3503	5-16TA, 5-16TB
3504	6-2TA, 6-2TB
3505	7-52
3506	7-53
3507	8-4TA, 8-4TB
3508	7-14TA, 7-14TB
3509	7-10TA, 7-10TB
3510	5-35
3601	5-47
3602	4-9TA, 4-9TB
3603	5-13TA, 5-13TB
3604	6-3TA, 6-3TB
3605	7-56
3606	7-57
3607	6-21TA, 6-21TB
3608	8-1TA, 8-1TB
3609	7-7TA, 7-7TB

Final

# ONE ARCHER LANE

## Assigned Parking Stalls

Apartment No.	Parking Stalls
3610	5-30C
3701	5-31C
3702	4-8TA, 4-8TB
3703	6-11TA, 6-11TB
3704	5-12TA, 5-12TB
3705	7-80
3706	7-81
3707	6-17TA, 6-17TB
3708	8-10TA, 8-10TB
3709	7-3TA, 7-3TB
3710	5-32C
3801	5-48
3802	4-7TA, 4-7TB
3803	6-9TA, 6-9TB
3804	5-10TA, 5-10TB
3805	5-41C
3806	5-24B
3807	6-14TA, 6-14TB
3808	8-7TA, 8-7TB
3809	5-22TA, 5-22TB
3810	5-49
3901	5-50
3902	4-2TA, 4-2TB
3903	6-6TA, 6-6TB
3904	5-7TA, 5-7TB
3905	5-27
3906	5-28
3907	7-12TA, 7-12TB
3908	8-5TA, 8-5TB
3909	5-18TA, 5-18TB
3910	6-52
4001	6-36H
4002	4-5TA, 4-5TB
4003	6-5TA, 6-5TB
4004	5-2TA, 5-2TB
4005	5-42
4006	5-39
4007	7-9TA, 7-9TB
4008	6-23TA, 6-23TB
4009	5-15TA, 5-15TB
4010	6-34H
4101	6-53
4102	4-3TA, 4-3TB
4103	6-4TA, 6-4TB
4104	5-3TA, 5-3TB

Apartment No.	Parking Stalls
4105	5-44
4106	5-37
4107	7-5TA, 7-5TB
4108	6-20TA, 6-20TB
4109	6-1TA, 6-1TB
4110	6-54
PH 01	8-17TA, 8-17TB
PH 02	4-4TA, 4-4TB
PH 03	4-12TA, 4-12TB
PH 04	4-5TA, 4-5TB
PH 05	8-19TA, 8-19TB
PH 06	8-18TA, 8-18TB
PH 07	6-8TA, 6-8TB
PH 08	5-21TA, 5-21TB
PH 09	5-9TA, 5-9TB
PH 10	8-16TA, 8-16TB

Apartment No.	Parking Stalls
Guest	3-34
Guest	3-35
Guest	3-36
Guest	3-37
Guest	3-38
Guest	3-39
Guest	3-40C
Guest	3-41
Guest	3-42
Guest	3-43
Guest	3-44
Guest	3-45
Guest	3-46
Guest	3-57H

Industrial	3-1TA, 3-1TB
Industrial	3-2TA, 3-2TB
Industrial	3-3TA, 3-3TB
Industrial	3-4TA, 3-4TB
Industrial	3-5TA, 3-5TB
Industrial	3-6TA, 3-6TB
Industrial	3-7TA, 3-7TB
Industrial	3-8TA, 3-8TB
Industrial	3-9TA, 3-9TB
Industrial	3-10TA, 3-10TB
Industrial	3-11TA, 3-11TB
Industrial	3-12TA, 3-12TB
Industrial	3-13TA, 3-13TB
Industrial	3-14TA, 3-14TB
Industrial	3-15TA, 3-15TB
Industrial	3-16TA, 3-16TB
Industrial	3-17TA, 3-17TB
Industrial	3-18TA, 3-18TB
Industrial	3-19TA, 3-19TB
Industrial	3-20TA, 3-20TB
Industrial	3-21TA, 3-21TB
Industrial	3-22TA, 3-22TB
Industrial	3-23TA, 3-23TB
Industrial	3-24H
Industrial	3-25H
Industrial	3-26VH
Industrial	3-27
Industrial	3-28C
Industrial	3-28C
Industrial	3-30C

Final

## Parking Stall Key

Regular parking stalls are identified on the foregoing schedule by a number that is not followed by a letter (e.g., 8-44). Regular stalls measure approximately nineteen feet in length by eight to nine and one-half feet in width.

Compact stalls are identified in the foregoing schedule by the letter "C" at the end of a parking stall number (e.g., 8-42C). Compact stalls measure approximately sixteen feet in length by eight to eight and one-half feet in width.

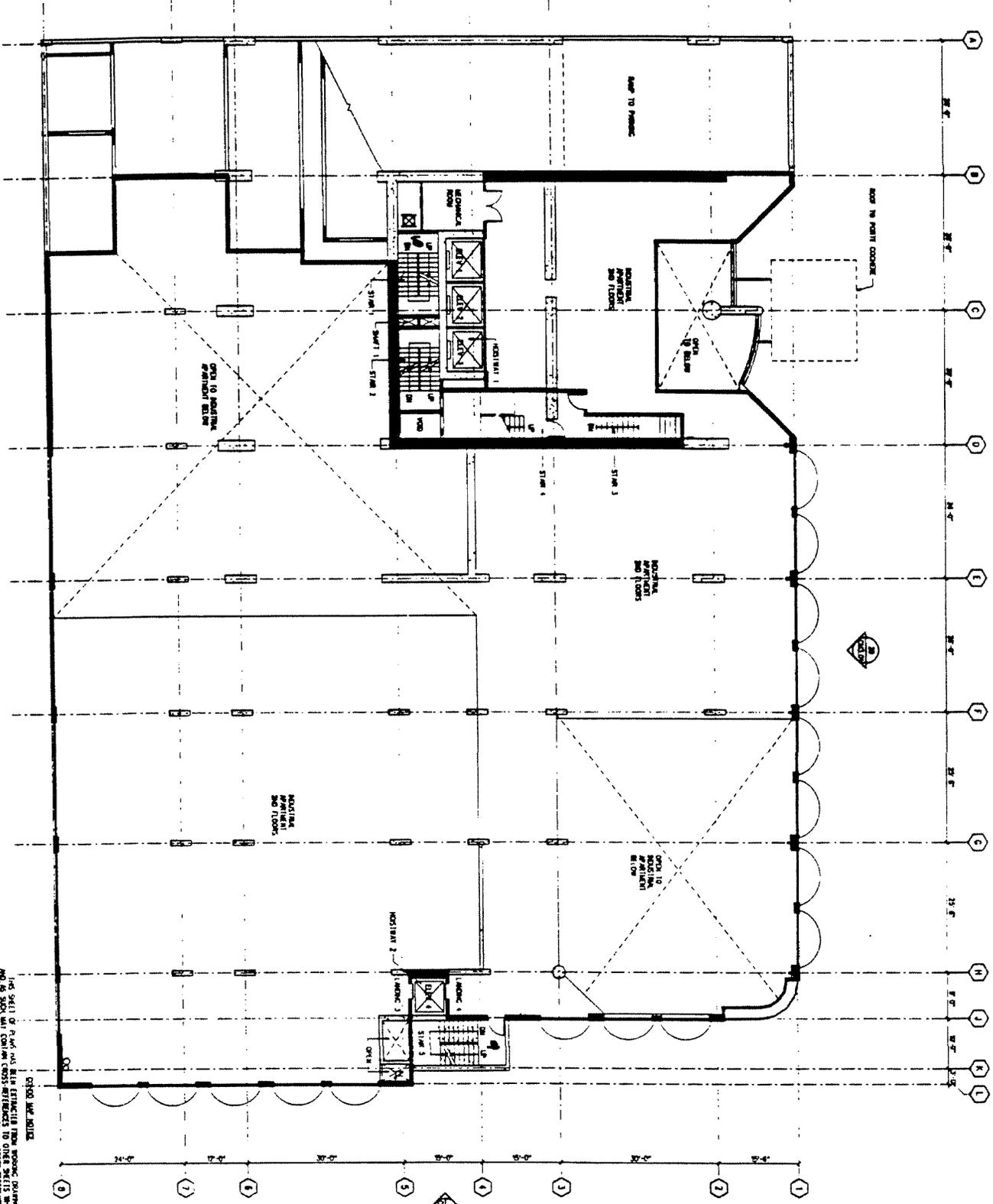
Tandem parking stalls are identified in the foregoing schedule by the letter "T" at the end of the parking stall number (e.g., 8-20T).

Nine regular parking stalls assigned to Residential Apartments, three regular stalls assigned to the Industrial Apartment, and one regular stall designated for residential guest parking are of a size or location that makes them accessible for persons with disabilities. These stalls are identified on the foregoing schedule by the letter "H" (handicapped) or "VH" (van-handicapped) at the end of the parking stall number (e.g., 3-57H or 3-26VH).





30 MEZZANINE LEVEL 2 FLOOR PLAN



THIS SET OF PLANS HAS BEEN EXAMINED FROM WORKING DRAWINGS FOR THE PROJECT AND IS FOUND TO BE IN ACCORDANCE WITH THE CITY OF BOSTON'S REGULATIONS AND ORDINANCES. THE PROJECT ARCHITECT IS RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

CEILING AND FLOOR

SECOND FLOOR  
LEVEL 2 FLOOR PLAN

Project Name: ONE ARCHER LANE CONDOMINIUM  
 Project Location: ONE ARCHER LANE  
 Project Number: CM-2-02  
 Date: 1/18/18

NO.	DATE	DESCRIPTION
1	1/18/18	ISSUED FOR PERMIT
2		
3		
4		
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7		
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9		

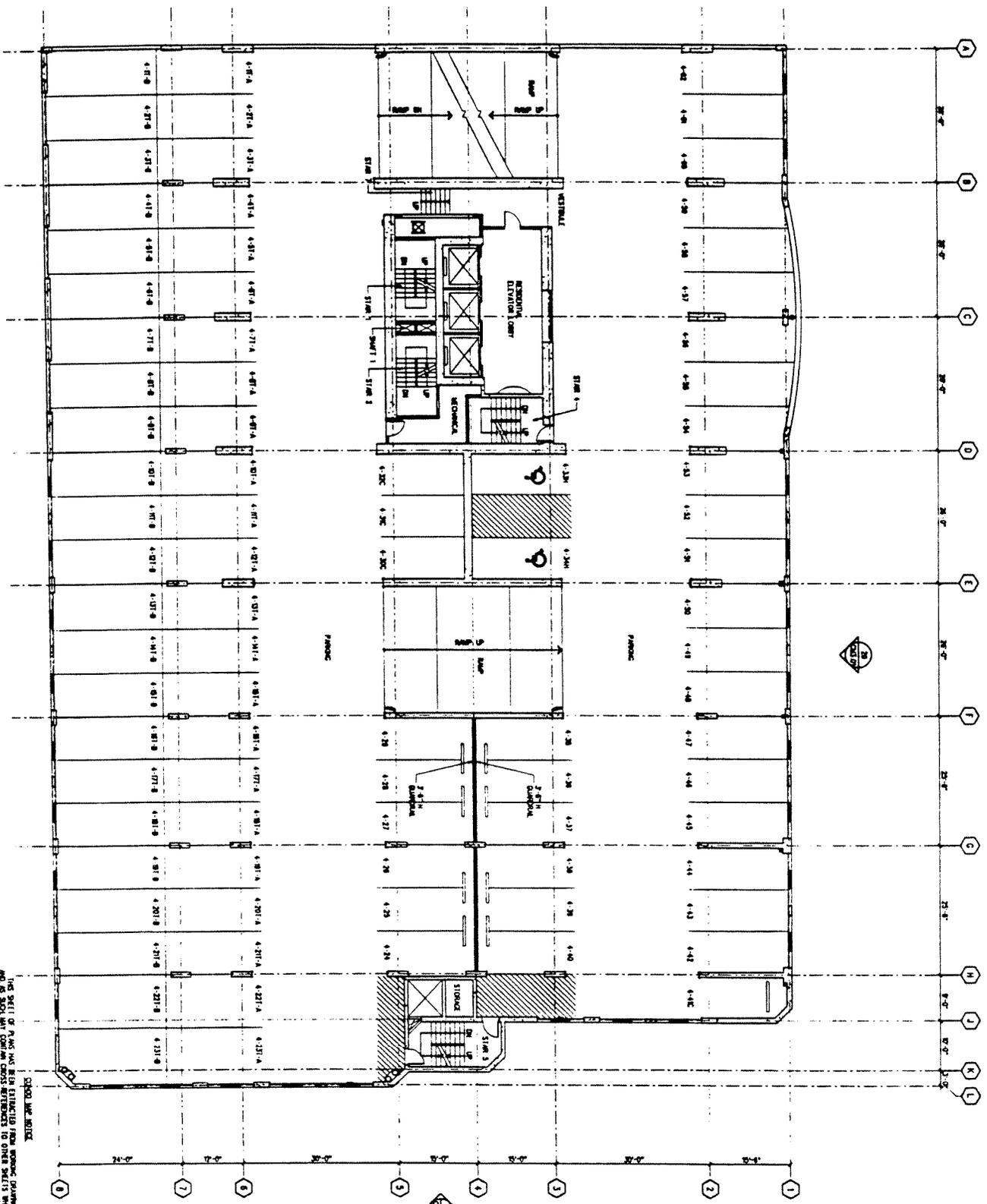


Project: ONE ARCHER LANE CONDOMINIUM  
 MAP

Project Name: ONE ARCHER LANE CONDOMINIUM  
 Project Location: ONE ARCHER LANE  
 Project Number: CM-2-02  
 Date: 1/18/18







LEGEND
   
 ACCESSIBLE STALL
   
 ADA SPACE FOR ACCESSIBLE PARKING

THE SHEET OR PARTS HEREIN EXTRACTED FROM WORKING DRAWINGS FOR THE PROJECT AND IS NOT TO BE CONSIDERED AS A PART OF THE PROJECT. THE PROJECT ARCHITECT ASSUMES THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE PROJECT ARCHITECT ASSUMES THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE PROJECT ARCHITECT ASSUMES THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

CHECK THE NOTES

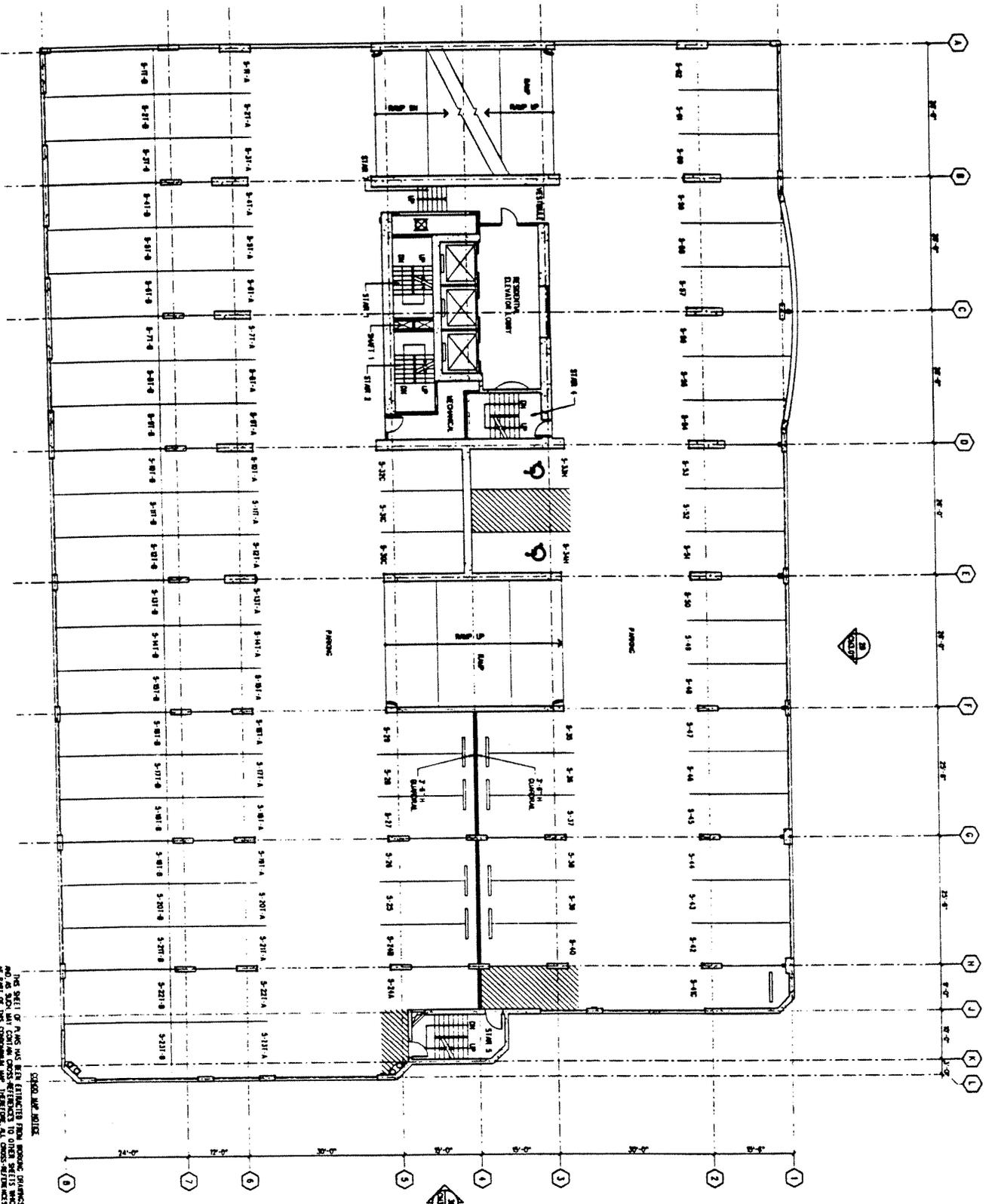
NO.	DATE	DESCRIPTION

Project Designer: AEC  
 Project Manager: AEC  
 Prepared: [Name]  
 Date: 1/18/18

LEVELS 4 A & B  
 FLOOR PLAN

CM-204

One Archer Lane  
 Condominium  
 MAP



**CONTRACT NOTES:**

1. THE SHEET OR PLANS HAS BEEN EXTRACTED FROM BIDDING DRAWINGS FOR THE PROJECT AND AS SUCH MAY CONTAIN CROSS-REFERENCES TO OTHER SHEETS WHICH ARE NOT INCLUDED HEREIN.

2. THE PROJECT ARCHITECT RESERVES THE RIGHT TO MAKE CHANGES IN PLANS AND SPECIFICATIONS AS AUTHORIZED IN THE CONTRACT DOCUMENTS.

3. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED.

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- LEGEND**
- ACCESSIBLE STAIR
  - OPEN SPACE (LOA)
  - ACCESSIBLE PARKING

Project Owner: **CM-2.05**

Project Manager: **CM-2.05**

Project Architect: **CM-2.05**

Project Engineer: **CM-2.05**

Project Designer: **CM-2.05**

Project Drafter: **CM-2.05**

Project Checker: **CM-2.05**

Project Approver: **CM-2.05**

Project Date: **CM-2.05**

Project Location: **CM-2.05**

Project Scale: **CM-2.05**

Project Title: **CM-2.05**

Project Description: **CM-2.05**

Project Notes: **CM-2.05**

Project References: **CM-2.05**

Project Contacts: **CM-2.05**

Project History: **CM-2.05**

Project Status: **CM-2.05**

Project Version: **CM-2.05**

Project Revision: **CM-2.05**

Project Change: **CM-2.05**

Project Approval: **CM-2.05**

Project Signature: **CM-2.05**

Project Stamp: **CM-2.05**

Project Seal: **CM-2.05**

Project License: **CM-2.05**

Project Registration: **CM-2.05**

Project Accreditation: **CM-2.05**

Project Certification: **CM-2.05**

Project Compliance: **CM-2.05**

Project Adherence: **CM-2.05**

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Project Honesty: **CM-2.05**

Project Trustworthiness: **CM-2.05**

Project Reliability: **CM-2.05**

Project Accountability: **CM-2.05**

Project Responsibility: **CM-2.05**

Project Transparency: **CM-2.05**

Project Openness: **CM-2.05**

Project Communication: **CM-2.05**

Project Collaboration: **CM-2.05**

Project Teamwork: **CM-2.05**

Project Synergy: **CM-2.05**

Project Innovation: **CM-2.05**

Project Creativity: **CM-2.05**

Project Problem Solving: **CM-2.05**

Project Decision Making: **CM-2.05**

Project Leadership: **CM-2.05**

Project Management: **CM-2.05**

Project Organization: **CM-2.05**

Project Planning: **CM-2.05**

Project Execution: **CM-2.05**

Project Monitoring: **CM-2.05**

Project Evaluation: **CM-2.05**

Project Improvement: **CM-2.05**

Project Growth: **CM-2.05**

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Project Performance: **CM-2.05**

Project Efficiency: **CM-2.05**

Project Effectiveness: **CM-2.05**

Project Productivity: **CM-2.05**

Project Output: **CM-2.05**

Project Results: **CM-2.05**

Project Impact: **CM-2.05**

Project Influence: **CM-2.05**

Project Power: **CM-2.05**

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Project Certainty: **CM-2.05**

Project Confidence: **CM-2.05**

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Project Defense: **CM-2.05**

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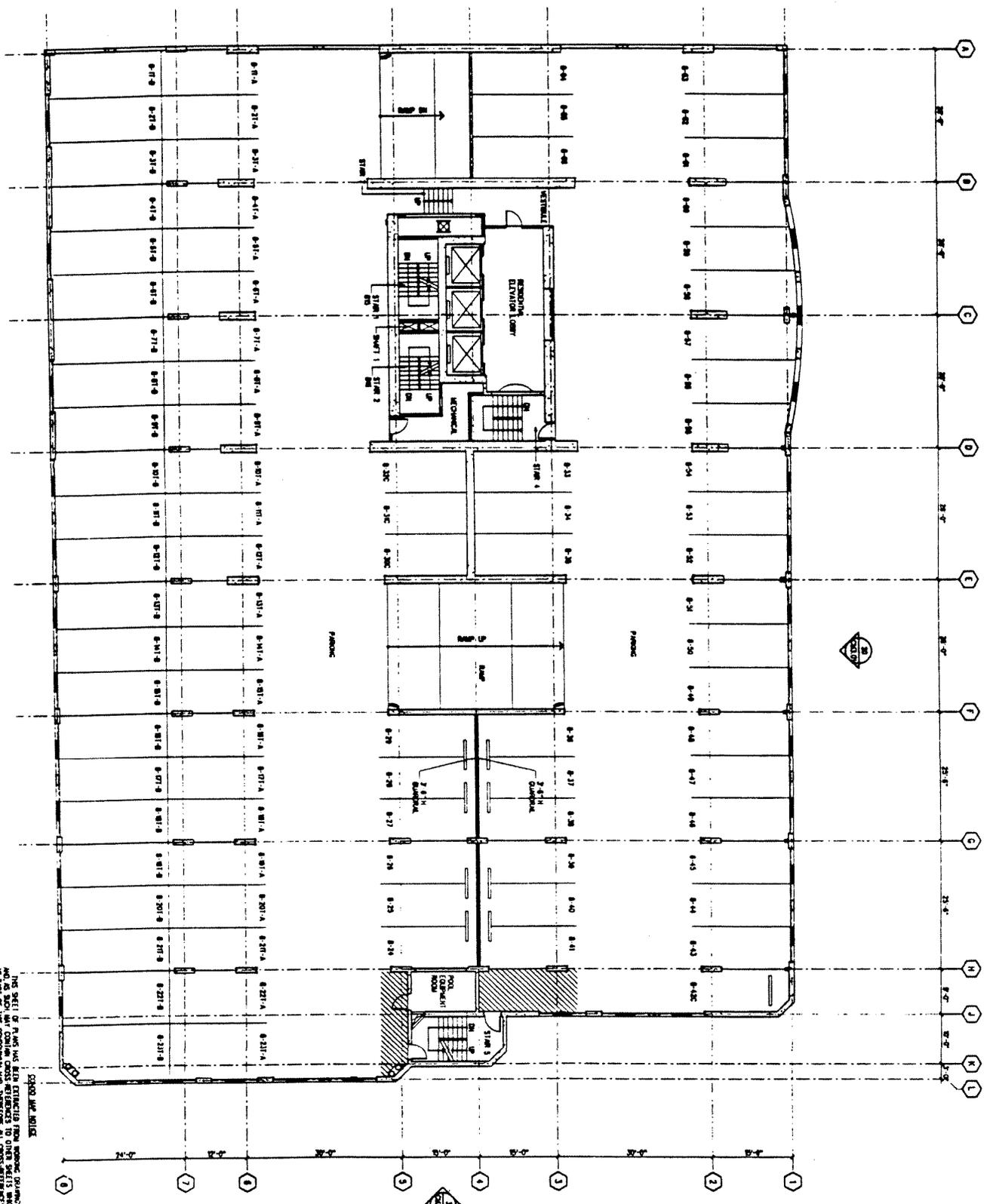
Project Assurance: **CM-2.05**

Project Certainty: **CM-2.05**

Project Confidence: **CM-2.05**

Project

30) LEVELS 8 A & B FLOOR PLAN



**ONE ARCHER LANE CONDOMINIUM MAP**

Project: One Archer Lane Condominium  
 Prepared by: [Name]  
 Date: [Date]

Project Manager: [Name]  
 Project Architect: [Name]  
 Approved By: [Signature]  
 Date: 1/18/18

**LEVELS 8 A & B FLOOR PLAN**

CM-2-08

**EXHIBIT S  
CONDOMINIUM PUBLIC REPORT  
ONE ARCHER LANE**

**LETTER AGREEMENT REGARDING VARIANCE FOR NON-STANDARD SIDEWALK FINISH**

DEPARTMENT OF PUBLIC WORKS  
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET  
HONOLULU, HAWAII 96813

RECEIVED

1995 OCT -3 A 11:44

1995 OCT -3 A 11:44

KENNETH E. SPRAGUE  
DIRECTOR AND CHIEF ENGINEER

IN REPLY REFER TO:

95-14-0541

JEREMY HARRIS  
MAYOR



October 2, 1995

Ms. Cheryl Palesh  
Belt, Collins & Associates  
680 Ala Moana Boulevard, First Floor  
Honolulu, Hawaii 96813-5406

Dear Ms. Palesh:

Subject: Variance - Nonstandard Sidewalk Finish, Your Letter of September 13, 1995, Requesting Permission to Use a Nonstandard Sidewalk Finish for the Sidewalk fronting One Archer Lane, 801 South King Street, Honolulu, Oahu, Hawaii, TMK: 2-1-44: 04, 41, 42, and 43

Your submitted plan proposes to use a nonstandard sidewalk finish along South King Street fronting the One Archer Lane Project. The concrete sidewalk will conform to City and County standards with the exception of pattern, color, and surface finish. An expansion joint will be installed along the City right-of-way to delineate the boundary between private and public property.

We will allow the use of a nonstandard finish for the sidewalk in the City right-of-way subject to the following conditions:

1. The Department of Land Utilization must review and approve the proposed colors and design of the sidewalk, if the subject property is within the Thomas Square/Honolulu Academy of Arts Special District.
2. All frontage improvements within the City's right-of-way shall comply with the Americans with Disabilities Act Accessibility Guidelines.
3. Any additional costs required to restore the sidewalk with the nonstandard finish shall be borne by the One Archer Lane owners at anytime that the City or anyone authorized by the City does work within the City right-of-way.
4. Any damaged portions of the sidewalk shall be repaired by the One Archer Lane owners at the owners' cost.
5. Any repair work shall match the existing surface finish.
6. The One Archer Lane owners shall hold the City harmless from any loss or damage to property and from liability for injury to or death of persons in the manner provided by

Ms. Cheryl Palesh  
Page 2  
October 2, 1995

law when such loss, damage, injury or death arises or proximately results from the owners' use of the nonstandard finish.

7. The One Archer Lane owners shall be responsible for the disclosure of this agreement to succeeding owners or lessees (Successors). Such disclosure shall be in the form of a supplement to this agreement containing all the provisions of this agreement and duly acknowledged and accepted by the Successors with a copy being forwarded to the City.

This variance applies only to the use of the nonstandard finish within the City right-of-way and does not apply to any other construction or landscaping work shown on the attached plan.

It is understood that our approval indicated above does not relieve the owners from complying with all other applicable codes, rules, regulations, and permit procedures, including but not limited to, those under the jurisdiction of the Building Department.

Please have the owners sign in the space provided below and return the original signed copy to us, if the owners concur.

Please contact the Building Department for any building permit requirements before starting construction.

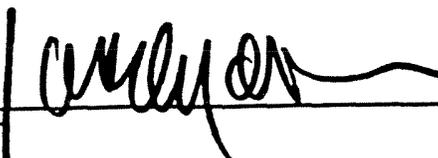
If you have any questions, please contact Jeremy Lee of our Division of Engineering at 523-4731.

Very truly yours,

  
KENNETH E. SPRAGUE  
Director and Chief Engineer

Attach.  
cc/attach: Building Department

APPROVED:

  
Owner \_\_\_\_\_ Date 10/11/95  
Chairman, President and CEO  
Title \_\_\_\_\_