

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

SECOND **SUPPLEMENTARY**
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT

ON

PRINCE KUHIO
Rt. 1 - Lawai Beach Road
Koloa, Kona
Kauai, Hawaii

REGISTRATION NO. 24

This Report Is Not an Approval or Disapproval of This Condominium Project

It was prepared as a supplement to an earlier Report dated September 30, 1968, issued by the Real Estate Commission on the above project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

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

Issued: May 4, 1976
Expires: May 4, 1977

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED OCTOBER 8, 1963 AND ADDITIONAL INFORMATION SUBMITTED AS OF APRIL 22, 1976. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL AND REPORTING CHANGES TO THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Final Public Report dated January 14, 1964, and Supplementary Public Report dated September 30, 1968, on Registration No. 24, the Developer has forwarded additional information reflecting material changes which have been made in the documents for the Project.

2. This Second Supplementary Public Report is made a part of the registration of PRINCE KUHIO condominium project. The Developer is responsible for placing this Second Supplementary Public Report (pink paper stock) in the hands of all purchasers and prospective purchasers. Securing a signed copy of the Receipt for Horizontal Property Regime Public Report from each purchaser and prospective purchaser is also the responsibility of the Developer.

3. The Developer of the Project has filed all documents and materials deemed necessary by the Commission for the registration of this proposed condominium project and the issuance of this Second Supplementary Public Report.

4. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached, and Condominium Map No. 8) have been filed in the Bureau of Conveyances of the State of Hawaii, the Declaration and By-Laws being recorded in Liber 4673, Page 517.

Said Declaration was amended by instruments dated February 24, 1966, recorded as aforesaid in Liber 5281, Page 325, and dated July 2, 1968, recorded as aforesaid in Liber 6416, Page 52.

Said Declaration and Condominium Map No. 8 were amended by Third Amendment to Declaration dated November 19, 1975, recorded as aforesaid in Liber 11101, Page 10.

5. No advertising or promotional matter has been filed pursuant to the rules and regulations promulgated by the Commission.

6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Horizontal Property Act, Chapter 514 of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

7. This Second Supplementary Public Report automatically expires on May 4, 1977, unless the Commission upon review of the registration, issues an order extending the effective date of this report.

Because of the length of time since the issuance of the last Public Report on the project and the extensive changes therein as the result of the filing of the Third Amendment to the Declaration, all of the topical headings normally contained in a Final Public Report are set forth below.

This Second Supplementary Public Report amends and supersedes in its entirety the Final Public Report and Supplementary Public Report dated January 14, 1964 and September 30, 1968, respectively, for the PRINCE KUHIO condominium project. The Developer has submitted all the information essential toward

the issuance of this Second Supplementary Public Report and therefore this report is deemed complete in itself.

NAME OF PROJECT: PRINCE KUHIO.

LOCATION: The 44,636 square feet of fee simple land of the project is located on Rt. 1 - Lawai Beach Road, Koloa, Kona, Kauai, Hawaii.

TAX MAP KEY: FOURTH DIVISION: 2-6-05-22.

ZONING: R-2

DEVELOPER: Kauai Securities, Limited, a Hawaii corporation, Rt. 1 - Lawai Beach Road, Koloa, Kona, Kauai, Hawaii, and whose officers are: C. Paul Sandifur, President; Charles H. Sandifur, Vice President; and Lloyd Miller, Secretary-Treasurer.

ATTORNEY REPRESENTING DEVELOPER: Hamilton, Gibson, Nickelsen, Rush & Moore (Attention: Walter Beh, II and Dwight M. Rush), 20th Floor, Hawaii Building, 745 Fort Street, Honolulu, Hawaii, 96813, Phone: 521-2611.

DESCRIPTION: PRINCE KUHIO is a fee simple condominium project consisting of a four (4) story building, with a basement. There are a total of ninety-four (94) apartments and fifty-six (56) parking spaces. The principal materials used in the construction of the building are concrete, concrete block and brick.

Said Declaration, as amended, and said Condominium Map No. 8, as amended, as submitted to the Commission, describes the project as follows:

Apartment No. 001 is located in the basement.

Apartment Nos. 101, 102, 103, 104, 105, 106, 111, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 127, 130, 131, 132, 133, 134, 135, 136 and 137 are located on the first floor.

Apartment Nos. 201, 202, 203, 204, 205, 206, 207, 211, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236 and 237 are located on the second floor.

Apartment Nos. 301, 302, 303, 304, 305, 306, 307, 311, 314, 315, 316, 317, 318, 319, 320, 321, 322, 324, 325, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337 and 338 are located on the third floor.

Apartment Nos. 401 and 402 are located on the fourth floor.

The apartments are constructed according to several different floor plans. A description of each of the floor plans, designating the layout, the number of rooms and the approximate area thereof is set forth in Exhibit "A" attached hereto and for every purpose made a part hereof.

Each apartment has immediate access to the grounds of the project or to a corridor and/or an access balcony which lead to stairways, each of which lead to the grounds of the project.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floor and ceiling surrounding each apartment, or any pipes, wires, conduits, or other utility or service lines running through such apartments which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all fixtures originally installed therein, the lanai air space, if applicable, all the walls and partitions which are not load bearing within its perimeter or party walls, the inner decorated or finished surfaces of all walls, floors, ceilings, doors, door frames, windows, window frames and lanai railings, if applicable.

NOTE: The said Declaration, as amended, provides that the owners of certain apartments shall have the right to alter the floor plans and the common interests of their respective apartments solely by an amendment to the Declaration, such amendment to be executed solely by the respective apartment owners of such apartment, provided that such amendment shall be effective only upon the recording of the same in the Bureau of Conveyances of the State of Hawaii. Such amendment shall set forth the new unit type of, and the new common interest appurtenant to, each apartment involved, and need not include a complete set of floor plans of the project as so altered. Such amendment shall also include the consent thereto of the holder of any recorded mortgage of the apartments involved. Such alteration of the floor plans of such apartments shall be subject to the prior approval of the Board of Directors and of the appropriate agencies of the State of Hawaii and the County of Kauai and shall only be in accordance with the alternate floor plans of such unit types contained in the Condominium Map of the project. The said Declaration, as amended, also provides that at any time subsequent to the alteration of the floor plans of any of the apartments, as set forth in the Declaration, as amended, the owners of any two apartments, which together were so altered, may re-alter the floor plans of their respective apartments to the original floor plans thereof as set forth in the Declaration. Upon such re-alteration of the floor plans of the respective apartments, the common interests of such apartments shall be as set forth in the Declaration. Such re-alteration of the floor plans and the common interests of such apartments shall be by an amendment to the Declaration, such amendment to be executed solely by the respective apartment owners of such apartments provided that such amendment shall be effective

only upon the filing of the same in the Bureau of Conveyances of the State of Hawaii. Such amendment shall set forth the new unit type of, and the new common interest appurtenant to, each apartment involved, and need not include a complete set of floor plans of the project as so altered. Such amendment shall also include the consent thereto of the holder of any recorded mortgage of the apartments involved. Such re-alteration of the floor plans of such apartments shall be subject to the prior approval of the Board of Directors and of the appropriate agencies of the State of Hawaii and the County of Kauai and shall only be in accordance with the original floor plans of such apartments contained in the Condominium Map of the project. The re-alteration of the floor plans and common interests of such apartments as aforesaid shall in no way bar the subsequent alteration of the floor plans and common interests of such apartments pursuant to the provisions of the Declaration. Before commencing or permitting construction on any such alteration or re-alteration of the apartments, the respective apartment owners involved shall obtain a bond or certificate thereof, naming as obligee collectively all apartment owners as their interests may appear, in a penal sum of not less than one hundred percent (100%) of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing performance of such construction free and clear of all mechanics' and materialmen's liens and all claims in lieu of mechanics' and materialmen's liens arising under Section 514-9 of the Hawaii Revised Statutes.

NOTE: The said Declaration, as amended, also provides:

1. The owner of Apartment 001 may partition said apartment into two or more rooms or areas for such owner's own purposes and/or for the purpose of renting one or more such rooms or areas to apartment owners or non-apartment owners. Such partition shall be subject only to prior written approval thereof by the holders of liens affecting such apartment, the Board and the appropriate agencies of the State of Hawaii and the County of Kauai. Such partition may be undertaken without an amendment to the Declaration or filing of a complete set of floor plans of such apartment as so altered.

2. The owner of Apartment 001 may successively subdivide said apartment into two or more apartments solely by an amendment to the Declaration, such amendment to be executed solely by the apartment owner of such apartment, provided that each such amendment shall be effective only upon the recording of the same in the Bureau of Conveyances of the State of Hawaii. Each such amendment shall set forth the description of the floor plans for the new subdivided apartments, designating the location, layout, number of rooms, approximate area, new apartment number, and new common interest of each of the new apartments, and shall include a complete set of floor plans of the new apartments. Each such amendment shall also include the consent thereto of the holder of any recorded mortgage of the apartments involved. Each such alteration of the floor plans of such apartments shall be subject to the prior approval

of the Board and of the appropriate agencies of the State of Hawaii and the County of Kauai. The common interests appurtenant to all new subdivided apartments of Apartment 001 at all times equal 7.000%. The common interest appurtenant to each new subdivided apartment of Apartment 001 shall be determined by the following formula:

common interest of new subdivided apartment stated as a percentage = $\frac{\text{square footage of new subdivided apartment}}{6553 \text{ square feet}} \times 7.0000\% \times 100$

For example, if the new subdivided apartment is 2,184.33 square feet, its appurtenant common interest will be determined as follows:

$\frac{2,184.33 \text{ square feet}}{6553 \text{ square feet}} = .3333 \times 7.0000\% = .023333 \times 100 = 2.333\%$

COMMON ELEMENTS: One freehold estate is designated in all of the remaining portions of the project, herein called "common elements", including specifically but not limited to:

1. The land in fee simple;
2. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, corridors, access balconies, walkways, entrances and exits of said building;
3. All yards, grounds and landscaping;
4. All roads, driveways and parking areas;
5. Swimming pool;
6. Lobby, office, laundry room, trash room, and meter room;
7. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any; and
8. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows: The access corridors and access balconies on each floor on or above the

second floor are restricted for the use of the apartments located on each of the respective floors.

INTEREST TO BE CONVEYED TO PURCHASERS: Documents filed with the Real Estate Commission indicate that the purchaser will secure an Apartment Deed, conveying an apartment and an undivided percentage interest in the common elements of the project, as set forth in Exhibit "A" attached hereto and made a part hereof. This same percentage interest for each apartment shall be used in determining each purchaser's proportionate share of all common profits and expenses of the project and shall be used for all other purposes including determining the proportionate representation for voting purposes in the Association of Apartment Owners of the project.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that the apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests, except that the apartments may also be used for hotel or transient purposes, and except that Apartment Nos. 111, 114 and 001 (and subdivisions of Apartment No. 001, as set forth above) may be occupied and used for such purposes and any other purposes from time to time that are permitted under applicable ordinances, rules and regulations of the appropriate agencies of the County of Kauai, State of Hawaii. The apartments may not be used for any other purpose unless consent of the Board of Directors is secured. The owners of the respective apartments shall have the absolute right to lease the same subject to the limitations, restrictions, covenants and conditions of the Declaration.

OWNERSHIP OF TITLE: As indicated in Preliminary Report issued by Title Guaranty of Hawaii, Incorporated, dated January 14, 1976, covering the project as submitted to the Commission, the Developer is the fee simple owner of all apartments in the project, except Apartment Nos. 102, 103, 104, 201, 205, 206, 301 and 302 which have previously been conveyed to individual apartment owners. The individual Apartment Deeds to be issued to the purchasers will be executed by the Developer.

ENCUMBRANCES AGAINST TITLE: Preliminary Report issued by Title Guaranty of Hawaii, Incorporated, dated January 14, 1976, as submitted to the Commission, and the above-mentioned Third Amendment to Declaration dated November 19, 1975, indicate that the following are encumbrances against title to the property:

1. For any taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the Fourth Division, Island of Kauai, Hawaii.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Any water rights and konohiki rights as are or may

be appurtenant to the land of the project, as reserved in Exchange Deed dated August 23, 1927, recorded as aforesaid in Liber 898, Page 379.

4. The terms, covenants and conditions set forth in grant dated August 20, 1963, recorded as aforesaid in Liber 4605, Page 550.

5. Mortgage dated April 25, 1966, recorded as aforesaid in Liber 5347, Page 332, in favor of Metropolitan Mortgage And Securities Co., Inc., in the amount of \$647,556.33.

6. As to Apartment No. 105 only: Agreement of Sale dated July 1, 1972, recorded as aforesaid in Liber 8861, Page 100, by and between Developer, as Vendor, and Paul A. Whitlock, Jr. and Barbara M. Whitlock, as Vendee; by Quitclaim Deed dated March 18, 1974, recorded as aforesaid in Liber 11101, Page 7, Paul A. Whitlock, Jr. and Barbara M. Whitlock conveyed and quitclaimed Apartment No. 105 to C. Paul Sandifur and J. Evelyn Sandifur, including any interest therein in which Grantor may thereafter acquire.

7. As to Apartment No. 132 only: Agreement of Sale dated December 1, 1971, recorded as aforesaid in Liber 8414, Page 222, by and between Developer, as Vendor, and Martin G. Domingo and Carole C. Domingo, as Vendee.

8. As to Apartment No. 303 only: Unrecorded Agreement of Sale by and between Developer, as Vendor, and Kenneth E. Gross and Keaty M. Gross, as Vendee.

9. As to Apartment No. 305 only: Unrecorded Agreement of Sale dated August 15, 1966, by and between Developer, as Vendor, and Norman R. Goede and Jeanne E. Goede, as Vendee.

10. As to Apartment No. 306 only: Unrecorded Agreement of Sale, by and between Developer, as Vendor, and Garth T. Hansen and Ruby A. Hansen, as Vendee.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated February 19, 1976, between Title Guaranty Escrow Services, Inc., as Escrow, and Developer has been filed with the Commission. On examination, the executed Escrow Agreement filed with the Commission is found to be in compliance with Chapter 514, Hawaii Revised Statutes, and particularly Sections 514-36 through 514-40 thereof.

The specimen Sales Contract filed with the Commission contains, among others, the following provisions:

1. Buyer hereby agrees that until Seller has closed out the sale of all the apartments in the condominium project or until December 31, 1978, whichever shall first occur, that Buyer will not enter into an agreement with any purchaser, lessee or owner of another apartment in the condominium project and/or any third party under which Buyer agrees to share expenses and/or rentals of apartments in the condominium project.

2. It is expressly understood that Buyer's apartment will be conveyed to Buyer as is and that there are no warranties, including any implied warranty of merchantability or fitness of the apartment for a particular purpose.

3. Buyer agrees that all of the rights of Buyer are and shall be subject and subordinate to the lien of any mortgage securing the repayment of the interim loan.

It is incumbent upon the purchaser and the prospective purchaser that he read with care the sales contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of residential apartments are placed in trust, as well as the retention and disbursement of said trust funds. The specimen Sales Agreement specifically provides that the purchaser approves said Escrow Agreement and assumes the benefits and obligations therein provided.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible managing agent.

NOTE: Developer advises that no representation or references will be made to either purchasers or prospective purchasers concerning rental of the apartment, income from the apartment or any other economic benefit to be derived from the rental of the apartment, including but not limited to, any reference or representation to the effect that Developer or the Managing Agent of the project will provide, directly or indirectly, any services relating to the rental or sale of the apartment. Rental of the apartments and the provisions of management services in connection therewith is and shall be the sole responsibility of the purchaser.

STATUS OF PROJECT: The developer advises that construction of the project was completed in March 1966.

The purchaser or prospective purchaser should be cognizant of the fact that this report represents information disclosed by the required Notice of Intention submitted October 8, 1963, and additional information subsequently filed as of April 22, 1976.

This SECOND SUPPLEMENTARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 24 filed with the Commission on October 8, 1963.

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


Member, REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING DEPARTMENT, COUNTY OF KAUAI
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 24

May 4, 1976

EXHIBIT "A"

1. Apartment No. 001 consists of five (5) rooms, including three storage rooms. This apartment contains a floor area of approximately 6,553 square feet. This apartment shall have an appurtenant common interest of 7.0000 percent (7.0000%).

2. Twelve (12) apartments, being Apartment Nos. 130, 132, 134, 136, 230, 232, 234, 236, 332, 334, 336 and 338 are built according to floor plan "Typical Studio (pool side)", and each consists of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai. Each of these apartments contains a floor area of approximately 469 square feet, including the lanai of approximately 48 square feet. Each of these apartments shall have an appurtenant common interest of .9953 percent (.9953%).

3. Twelve (12) apartments, being Apartment Nos. 131, 133, 135, 137, 231, 233, 235, 237, 331, 333, 335 and 337 are built according to floor plan "Typical Studio (park side)", and each consists of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai. Each of these apartments contains a floor area of approximately 418 square feet, including the lanai of approximately 80 square feet. Each of these apartments shall have an appurtenant common interest of .8870 percent (.8870%).

4. Apartment No. 111 consists of two (2) rooms and two (2) lanais. This apartment contains a floor area of approximately 801 square feet, including the lanais of approximately 50 square feet and 50 square feet. This apartment shall have an appurtenant common interest of 1.6997 percent (1.6997%).

5. Apartment No. 114 consists of three (3) rooms, including a reception area, a men's toilet and an office. This apartment contains a floor area of approximately 569 square feet. This apartment shall have an appurtenant common interest of 1.2074 percent (1.2074%).

6. Two (2) apartments, being Apartment Nos. 401 and 402, each consists of five (5) rooms, including a living room, a kitchen, two (2) bedrooms and a bathroom. Each of these apartments contains a floor area of approximately 904 square feet. Each of these apartments shall have an appurtenant common interest of 1.9186 percent (1.9186%).

7. Eighteen (18) apartments, being Apartment Nos. 101, 102, 103, 104, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305 and 306 are built according to floor plan "Typical Family", and each consists of five (5) rooms, including a living-dining room, a kitchen, a bathroom, a bedroom and a lanai room. Each of these apartments shall have an appurtenant common interest, and each of these apartments contains a floor area of approximately, as follows:

<u>Apartment</u>	<u>Square Feet</u>	<u>Common Interest</u>	<u>Apartment</u>	<u>Square Feet</u>	<u>Common Interest</u>
101	609	1.2923%	104	599	1.2711%
201	623	1.3220%	204	622	1.3199%
301	635	1.3475%	304	621	1.3178%
102	610	1.2944%	105	609	1.2923%
202	606	1.2859%	205	608	1.2902%
302	606	1.2859%	305	608	1.2902%
103	608	1.2902%	106	608	1.2902%
203	608	1.2902%	206	607	1.2881%
303	608	1.2902%	306	608	1.2902%

8. Two (2) apartments, being Apartment Nos. 207 and 307, each consists of four (4) rooms, including a living-sleeping room, a lanai room, a bathroom and kitchen-dining room. Apartment No. 207 contains a floor area of approximately 452 square feet, and Apartment No. 307 contains a floor area of approximately 456 square feet. Apartment No. 207 shall have an appurtenant common interest of .9592 percent (.9592%), and Apartment No. 307 shall have an appurtenant common interest of .9676 percent (.9676%).

9. Thirty-six (36) apartments, being Apartment Nos. 115, 116, 117, 118, 119, 120, 121, 122, 123, 125, 127, 211, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 229, 311, 315, 316, 317, 318, 320, 321, 327, 328 and 329 are built according to floor plan "Typical Hotel", and each consists of two (2) rooms, including a living-sleeping room, a bathroom and a lanai. Apartment Nos. 115, 116, 117, 118, 119, 120, 121, 122, 123, 125, 127, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 315, 316, 317, 318, 320, 321, 327 and 328 each contains a floor area of approximately 374 square feet, including the lanai of approximately 50 square feet; each of these apartments shall have an appurtenant common interest of .7936 percent (.7936%). Apartment Nos. 211 and 311 each contains a floor area of approximately 367 square feet including the lanai of approximately 50 square feet; each of these apartments shall have an appurtenant common interest of .7788 percent (.7788%). Apartment Nos. 229 and 329 each contains a floor area of approximately 381 square feet, including the lanai of approximately 50 square feet; each of these apartments shall have an appurtenant common interest of .8085 percent (.8085%).

10. Apartment No. 330 consists of two (2) rooms, including a living-sleeping room, a bathroom and a lanai. This apartment contains a floor area of approximately 299 square feet, including the lanai of approximately 68 square feet. This apartment shall have an appurtenant common interest of .6345 percent (.6345%).

11. Apartment No. 319 is built according to a floor plan similar to "Typical Hotel Room (converted to Studio Unit)", and consists of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai. This apartment contains a floor area of approximately 374 square feet, including the lanai of approximately 50 square feet. This apartment shall have an appurtenant common interest of .7936 percent (.7936%).

12. Apartment No. 322 is built according to a floor plan similar to "Typical Hotel Room (converted to Studio Unit)", and consists of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai. This apartment contains a floor area of approximately 374 square feet, including the lanai of approximately 50 square feet. This apartment shall have an appurtenant common interest of .7936 percent (.7936%).

13. Two (2) apartments, being Apartment Nos. 324 and 325, are built according to floor plan "I", and each consists of five (5) rooms, including a bedroom, a wardrobe, a living-dining room, a bathroom, a kitchen and two (2) lanais. Each of these apartments contains a floor area of approximately 748 square feet, including the two (2) lanais of approximately 50 square feet and 50 square feet. Each of these apartments shall have an appurtenant common interest of 1.5873 percent (1.5873%).

14. Two (2) apartments, being Apartment Nos. 214 and 314, each consists of four (4) rooms, including a living-sleeping room, a bathroom, a maidroom and a lanai. Each of these apartments contains a floor area of approximately 498 square feet, including the lanai of approximately 50 square feet. Each of these apartments shall have an appurtenant common interest of 1.0568 percent (1.0568%).

15. Two (2) apartments, being Apartment Nos. 124 and 228, each consists of four (4) rooms, including a living-sleeping room, a bathroom, two storage rooms and a lanai. Each of these apartments contains a floor area of approximately 545 square feet, including the lanai of approximately 50 square feet. Each of these apartments shall have an appurtenant common interest of 1.1565 percent (1.1565%).

NOTE: IN ACCORDANCE WITH LOCAL PRACTICE, THE APPROXIMATE GROSS FLOOR AREA OF EACH APARTMENT AS SET FORTH ABOVE INCLUDES ALL OF THE WALLS AND PARTITIONS WITHIN ITS PERIMETER WALLS, THE ENTIRETY OF ITS PERIMETER NON-PARTY WALLS AND THE INTERIOR HALF OF ITS PERIMETER PARTY WALLS, WHETHER LOAD BEARING OR NON-LOAD BEARING.