

REAL ESTATE COMMISSION  
PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES  
STATE OF HAWAII  
1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

SUPPLEMENTARY  
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)  
PUBLIC REPORT

on  
MARCO POLO APARTMENTS  
2333 Kapiolani Boulevard  
Honolulu, Hawaii

REGISTRATION NO. 304

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

It was prepared as a supplement to an earlier Report dated November 28, 1969 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: November 12, 1971  
Expires: December 12, 1972

SPECIAL ATTENTION

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

THIS SUPPLEMENTARY REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED OCTOBER 15, 1969 AND ADDITIONAL INFORMATION SUBSEQUENTLY SUBMITTED AS LATE AS NOVEMBER 10, 1971. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION ON MATERIAL CHANGES IN THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW (CHAPTER 514, HAWAII REVISED STATUTES).

1. Since the issuance of the Commission's Final Public Report of November 28, 1969 on MARCO POLO APARTMENTS, Registration No. 304, the Developer reports that changes have been made in the plan or setup as presented in the October 15, 1969 notice of intention to sell and information subsequently filed as late as November 10, 1971.

The changes subsequently made after November 28, 1969 are determined to be a material revision to the information disclosed earlier. This Supplementary Public Report (pink paper stock) amends the Final Public Report (white paper stock) of November 28, 1969. The Developer advises that there has been no change to the residential apartments, but there has been change in the size of the four commercial apartments after November 28, 1969. The parking assignment for Apartment Nos. 215, 2716

and 208 (Resident Manager's apartment) has been altered. The percentage of common interest appurtenant to each apartment has also been changed.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for registration of the project and the updating of information disclosed therein. In particular, the Developer has submitted to the Commission an Amended Declaration of Horizontal Property Regime dated November 3, 1971 and filed in the Office of the Assistant Registrar of the Land Court as Document No. 557217 and in the Bureau of Conveyances of Honolulu, State of Hawaii, in Liber 7920 at Page 169, together with the revised Condominium File Plans. The Amended Declaration dated November 3, 1971, incorporates all of the prior amendments reported in the Commission's Final Public Report of November 28, 1969, in addition to the changes made subsequent to November 28, 1969.
3. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations promulgated thereunder which relate to Horizontal Property Regimes.
4. This Supplementary Public Report is made a part of the registration on MARCO POLO APARTMENTS condominium project. The Developer is responsible for placing this Supplementary Public Report (pink paper stock) in the hands of all purchasers and prospective purchasers, along with copies of the Final Public Report (white paper stock). Securing a signed copy of a receipt for the Final and Supplementary Horizontal Property Regime Public Report from each purchaser and prospective purchaser is also the responsibility of the Developer.
5. This Supplementary Public Report automatically expires thirteen (13) months after date of issuance, unless a second Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: MARCO POLO APARTMENTS

AMENDMENTS: In the Amended Declaration dated November 3, 1971, the following changes have been made:

A. DESCRIPTION OF BUILDINGS. The improvements consist of a 36-story apartment building without basement and an adjacent 7-story parking garage building with a basement level; both buildings are constructed principally of reinforced concrete and steel. The apartment building contains 568 residential apartments (hereinafter called "residential apartments" or simply "apartments"), an apartment reserved for the resident manager of the Project, (hereinafter called "Resident Manager's Apartment"), and four (4) commercial apartments (hereinafter called "commercial apartments" or simply "apartments").

B. DIVISION OF PROPERTY. The Project is hereby divided into the following separate freehold estates:

1. Residential Apartments. Five hundred sixty eight (568) freehold estates are hereby designated as residential apartments in the spaces within the perimeter walls, floors and ceilings of each of the 568 residential apartments of the Project (exclusive of Apartment No 210, set aside as the Resident Manager's apartment and as a common element) and are contained in the thirty-six (36) story apartment building which spaces, together with lanai, if any, are designated on the said Condominium File Plans.

a. Location and Numbering of Residential Apartments. There are 568 apartments located on the second (2nd) floor to the thirty-sixth (36th) floor of the apartment building. The second (2nd) floor has 11 apartments (exclusive of the Resident Manager's apartment); the fourth (4th) floor and sixth (6th) floor each has 15 apartments; the third (3rd) floor, fifth (5th) floor, seventh (7th) floor to and including the thirty-fourth (34th) floor each has 17 apartments; the thirty-fifth (35th) floor has 17 penthouse apartments each of which apartments occupy both the 35th floor

and the area directly above it on the thirty-sixth (36th) floor. The apartments are located on both sides, namely mauka and makai sides, of the main corridor which runs generally from the Ewa end to the Diamond Head end of the building on each floor. The apartments are each numbered as shown on Exhibit "A" attached hereto and in a manner such that: (1) with respect to the apartments on the second (2nd) floor to and through the thirty-fourth (34th) floor, the last two numbers of each apartment number indicate the location of such apartment on the respective floor and the number or numbers preceding the last two numbers indicate the floor on which the apartment appears in the apartment building; (2) with respect to the penthouse apartments on the 35th and 36th floors, the last two numbers indicate the location of such apartment on both the 35th and 36th floors and the number "35" preceding the last two numbers indicate that entrance to the apartment is on the 35th floor; (3) on the mauka side of the building, the apartment numbers end with "01" to and including those ending with "07" and the lower numbers are at the Ewa end of the building and the higher numbers are at the Diamond Head end of the building; and (4) on the makai side of the building, the apartment numbers end with "08" to and including those ending with "17" and the lower numbers are at the Diamond Head end of the building and the higher numbers are at the Ewa end of the building.

b. Type of Residential Apartment, Number of Rooms, Area, Access. There are four (4) major types of residential apartments; namely studio, one (1) bedroom, two (2) bedroom, and three (3) bedroom types. The studios have a room count of 1 1/2 room; the 1-bedroom apartments have a room count of 3 1/2 rooms; the 2-bedroom apartments have a room count of 5 rooms and the 3-bedroom apartments have a room count of 6 rooms, except that penthouse apartments Nos. 3508 and 3517 each has a room count of 7 rooms. The type of residential apartment and the area thereof including the area of the lanai, if any, are shown on Exhibit "A" attached hereto and made a part hereof.

Each residential apartment shall have immediate access to the main corridor on the floor that it abuts, except that the penthouse apartments shall have immediate access to the main corridor on the 35th floor, and then to the stairways, elevators, lobby, entrances, walkways and driveways permitting ingress and egress to and from the public streets.

2. Commercial Apartments. Four (4) freehold estates are hereby designated as commercial apartments in the spaces within the perimeter walls, floors and ceiling of each of the four (4) commercial apartments of the Project, which spaces are designated on the said Condominium File Plans.

a. Location, Number of Rooms, Numbering, Access and Area. There are four (4) commercial apartments, located on the first (1st) floor or ground floor of the building and are numbered Commercial Unit No. 1, 2, 3, and 4, respectively. Each commercial apartment consists of a loft space which may, from time to time, be partitioned into more than one room or section by the owner or owners thereof.

Commercial Unit No. 1 and No. 2 are located on the Diamond Head end of the building and each shall have immediate access to the corridor and parcel drop off area abutting it. Commercial Unit No. 3 and No. 4 are located on the Ewa end of the building. Commercial Unit No. 3 shall have immediate access to the corridor abutting it and Commercial Unit No. 4 shall have immediate access to the corridor and loading dock abutting it. From the corridor, parcel drop area, or loading dock, said commercial apartments have access to entrances, walkways and driveways permitting ingress and egress to and from the public streets. The area of each of said commercial apartments is shown on Exhibit "A" attached hereto and made a part hereof.

3. Limits of Residential Apartments and Commercial Apartments. The respective residential and commercial apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment which are utilized for or serve more than one apartment, the same being deemed common elements as herein provided. Each apartment shall include the abutting lanai or lanais, if any, as the same are shown on said Condominium File Plans. Each apartment shall be deemed to include all the

walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings and in the case of residential apartments, the built-in fixtures including range and garbage disposal units and in the case of commercial apartments, all trade fixtures installed or to be installed therein. All doors, windows and glass walls shall be included within the apartments.

4. Common Elements. A freehold estate is hereby designated in all of the remaining portions of the Project, (exclusive of the residential and commercial apartments), herein called the "common elements" including specifically but not limited to:

- a. The said land in fee simple;
- b. All foundations, floor slabs, column girders, beams, supports, load-bearing walls, corridors, roofs, fire escapes, entry halls, stairs, stairways, lobbies, walkways, entrances and exits of the building;
- c. The parking garage building;
- d. All yards, gardens and recreational areas, including the swimming pool;
- e. All driveways and roadways, sidewalks and other common ways in the building;
- f. All ducts, electrical equipment, pipes, wiring and other central and appurtenant installations for services including power, light, cold and hot water, refuse and telephone;
- g. The Resident Manager's apartment, numbered 210 on said Condominium File Plans;
- h. Automatic electric elevators with elevator housing and appurtenant equipment;
- i. Restroom facilities, parcel drop off area, mailroom, and utility rooms on the ground floor;
- j. Office on the second (2nd) floor and meeting rooms on the fourth (4th) and sixth (6th) floors;
- k. All other parts of the Project necessary or convenient to its existence, maintenance and safety or normally in common use.

5. Limited Common Elements. Certain parts of the common elements, herein called and designated "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are those rationally of limited common use for less than all of said apartments and includes the following:

- a. The motor vehicle parking spaces in the parking garage which are numbered and shown on the said Condominium File Plans and which are appurtenant to an apartment or the Resident Manager's apartment, except the 100 parking spaces which the Developer shall designate in the manner provided hereinafter in subparagraph 4 of paragraph D as parking for guests and business invitees of the apartments and which, upon such designation, shall thenceforth be deemed to be common elements. (The assignment of parking spaces are as shown on Exhibit "B" attached hereto.)
- b. Each entry hallway abutting an apartment shall be appurtenant to and for the exclusive use of such apartment.
- c. The corridors and elevator lobbies on second (2nd) floor to the thirty-fifth (35th) floor, inclusive are restricted to the exclusive use

thereof by the apartment owners abutting the respective floors.

d. The Resident Manager's apartment, being Apartment 210, shall be reserved for the exclusive use by the Resident Manager of the Project.

C. COMMON INTEREST. Each apartment and its owner shall have appurtenant thereto an undivided percentage interest as set forth in Exhibit "A" in all common elements of the Project, such interest herein called the "common interest", and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting.

D. EASEMENTS. In addition to any exclusive easements hereby established in the limited common elements, the apartments and common elements shall also have and be subject to the following easements:

1. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for, and support, of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other apartments, and limited common elements of the buildings for support.

2. If any part of the common elements encroaches upon any apartment or limited common element, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. If any part of the Project shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

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

4. Each residential apartment shall have an exclusive easement to use and shall have appurtenant to it at least one (1) parking space, except that each of the penthouse apartments on the 35th floor shall have an exclusive easement to use and shall have appurtenant to it at least two (2) parking spaces. The parking spaces designated as appurtenant to the respective residential apartments are shown on Exhibit "B" attached hereto and made a part hereof. The Developer specifically reserves exclusive easements in and to an additional 227 parking spaces which are designated as appurtenant to Apartment No. 208 and are shown on the said Exhibit "B" and the Developer specifically reserves the right to grant, bargain, sell, convey, assign or otherwise transfer to any owner or owners of any apartment an exclusive easement or easements in and to one or more of said parking spaces; provided, however, that of the easements in and to 227 parking spaces so reserved, the Developer shall, at the time of completion of the Project set aside easements in and to any 100 of them as parking spaces for guests and business invitees of the apartments but shall within a period of one (1) year from and after the completion of the Project designate and specify the number and location of the 100 parking spaces so set aside as parking spaces for such guests and business invitees by filing and recording such designation in the said Office of the Assistant Registrar of the Land Court and in the said Bureau of Conveyances as an amendment to this Declaration. Commercial apartments may but shall not be required to have appurtenant to them exclusive easements to parking space or spaces.

E. ALTERATION AND TRANSFER OF INTERESTS. Except as provided in subparagraph 4 of paragraph D above the common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument. Except as provided in subparagraph 4 of paragraph D above, an exclusive easement for the use of a parking space shall always be appurtenant to an apartment, either residential, commercial or Resident Manager's apartment, and may be conveyed separately from such apartment

to which it is appurtenant but only if: (1) it is made appurtenant to another apartment in the Project to which the easement shall thenceforth be appurtenant and, (2) written consent therefor is first obtained from the Fee Owner. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

F. USE. The residential apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose, unless consent of the Association of Apartment Owners is first obtained. The commercial apartments shall be used, rented or leased for any and all commercial purposes by the respective owners thereof, their tenants, and lessees. The owners of the respective apartments both residential and commercial, shall have the absolute right to rent or lease the apartments subject to the limitations, restrictions, covenants and conditions of the Declaration and of the By-Laws of the Association of Apartment Owners.

G. COMMON EXPENSES. All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the Project, including without limitation, the operation thereof, all maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, all labor, services, materials, supplies and equipment therefor, all liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident, fire or nuisance thereof, all real property taxes (except real property taxes and such other taxes which are or may hereafter be assessed separately on each apartment and the common interest in the common elements appertaining thereto on the personal property or other interest of the Owner), and all premiums for hazard and liability insurance herein required with respect to the Project, shall constitute common expenses of the Project and all apartment owners shall be severally liable for such common expenses in the same proportion as their percentage share in the common interests. The Board shall from time to time assess the common expenses against all the apartments according to their respective obligations therefor and the unpaid amount of such assessments against any apartment shall constitute a lien against such apartment, which may be foreclosed by the Board or Managing Agent as provided by said Horizontal Property Act, provided that 30 days' prior written notice of intention to foreclose shall be mailed, postage prepaid, to the Fee Owner and all other persons having any interest in such apartment as shown in the Association's record of ownership. Suit to recover any money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

ENCUMBRANCES AGAINST TITLE: The Developer has filed with the Commission a Preliminary Report dated October 15, 1971, prepared by Title Guaranty of Hawaii, Inc., which reports that as of October 7, 1971 title to the land (in addition to the encumbrances reported in the Final Public Report) is further subject to the following encumbrances: Financing Statement recorded in Liber 6701 on Page 161 to First Hawaiian Bank, as Secured Party, and Reed & Martin, Inc., as Debtor; Financing Statement recorded in Liber 6701 on Page 162 to First Hawaiian Bank, as Secured Party, and Reed & Martin Investment Corporation, as Debtor; Additional Charge Mortgage dated June 21, 1971, filed as Document No. 542338 and also recorded in Liber 7620 on Page 435, made by Reed & Martin Investment Corporation to First Hawaiian Bank, consideration: \$2,320,000.00; by instrument dated June 21, 1971, filed as Document No. 452339 and also recorded in Liber 7620 on Page 438, the land under search were given as additional security to said mortgage; Second Mortgage and Finance Statement dated August 13, 1971, filed as Document No. 548822 and also recorded in Liber 7738 on Page 229, made by Reed & Martin, Inc. to First Hawaiian Bank, consideration: \$1,700,000.00, subject to the foregoing mortgage; Flowage easement over and across the land as shown on Map 2, as set forth by Land Court Order No. 30115, filed May 26, 1969; Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 1666 (Affects an area of 875 square feet only); and Real Property Taxes for the Fiscal Year - July 1, 1971 through June 30, 1972 now a lien - rate pending.

ARCHITECT'S CERTIFICATE: A provision incorporating the Architect's certificate was added to read as follows:

U. AMENDMENT INCORPORATING ARCHITECT'S CERTIFICATE. Pursuant to Section 514-13, Hawaii Revised Statutes, the Declaration is amended to incorporate by

reference as Exhibit "D" the attached verified statement of Lemmon, Freeth, Haines and Jones, registered architects, certifying that the set of plans attached to the duplicate original of said verified statement and filed simultaneously herewith fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments of the Project as built.


DOCUMENTS OF TITLE: The Developer also reports that several changes to the form of apartment lease heretofore filed with the Commission have been made. In lieu of an apartment lease, there will be a Ground Lease and an Apartment Deed. Purchasers are advised to read with care the Ground Lease and Apartment Deed.

STATUS OF PROJECT: The Developer reports that construction work has been substantially completed on the project comprising the apartment building and the parking garage. Temporary occupancy of the building commenced on October 15, 1971. It is expected that permanent possession of the apartments can be turned over to the Purchasers on December 1, 1971 or shortly thereafter.

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The purchaser or prospective purchaser should be cognizant of the fact that this report represents information disclosed by the Developer in the required Notice of Intention submitted October 15, 1969 and information subsequently filed as late as November 10, 1971.

This SUPPLEMENTARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 304 filed with the Commission October 15, 1969.

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.

  
for DOUGLAS R. SODEIANI, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

YH:pg/rh

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County of Honolulu  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

November 18, 1971

REGISTRATION NO. 304

EXHIBIT "A"

<u>Apartment No.</u>	<u>Type of Apartment (Studio, Bedroom)</u>	<u>Area (Square Feet)</u>			<u>Common Interest (Percentage)</u>
		<u>Interior</u>	<u>Ianai</u>	<u>Total</u>	
<u>"01" Apartments</u>					
201	2 Bedrooms	810	-	810	.15562
301	2 Bedrooms	831	144	975	.19105
401 to 3401	2 Bedrooms	831	92	923	.18062
3501	3 Bedrooms	1567	195	1762	.34903
<u>"02" Apartments</u>					
202	2 Bedrooms	768	-	768	.14950
302	2 Bedrooms	792	154	946	.18523
402 to 3402	2 Bedrooms	792	-	792	.15412
3502	3 Bedrooms	1496	202	1698	.33618
<u>"03" Apartments</u>					
203	2 Bedrooms	847	-	847	.16536
303	2 Bedrooms	885	183	1068	.20972
403 to 3403	2 Bedrooms	885	97	982	.19246
3503	3 Bedrooms	1664	232	1896	.37592
<u>"04" Apartments</u>					
304	1 Bedroom	624	105	729	.14168
404 to 3404	1 Bedroom	624	48	672	.13023
3504	2 Bedrooms	1179	140	1319	.26010
<u>"05" Apartments</u>					
305	1 Bedroom	624	105	729	.14168
405 to 3405	1 Bedroom	624	48	672	.13023
3505	2 Bedrooms	1179	140	1319	.26010
<u>"06" Apartments</u>					
306	Studio	436	52	488	.09330
506	Studio	436	-	436	.08286
706 to 3406	Studio	436	-	436	.08286
3506	2 Bedrooms	996	88	1084	.21293
<u>"07" Apartments</u>					
307	2 Bedrooms	851	127	978	.19166
507	2 Bedrooms	851	60	911	.17821
707 to 3407	2 Bedrooms	851	60	911	.17821
3507	3 Bedrooms	1479	143	1622	.32092



<u>Apartment No.</u>	<u>Type of Apartment (Studio, Bedroom)</u>	<u>Area (Square Feet)</u>			<u>Common Interest (Percentage)</u>
		<u>Interior</u>	<u>Lanai</u>	<u>Total</u>	
<u>"08" Apartments</u>					
208	2 Bedrooms	926	-	926	.18335
308	2 Bedrooms	930	295	1225	.24124
408 to 3408	2 Bedrooms	930	210	1140	.22417
3508	3 Bedrooms	1957	524	2481	.49335
<u>"09" Apartments</u>					
209	2 Bedrooms	804	-	804	.15544
309	2 Bedrooms	824	169	993	.19467
409 to 3409	2 Bedrooms	824	86	910	.17781
3509	2 Bedrooms	1380	183	1563	.30908
<u>"10" Apartments</u>					
210	2 Bedrooms (Resident Manager's)	811	-	811	--
310	2 Bedrooms	853	214	1067	.20952
410 to 3410	2 Bedrooms	853	123	976	.19126
3510	3 Bedrooms	1661	243	1904	.37753
<u>"11" Apartments</u>					
211	2 Bedrooms	811	-	811	.15948
311	2 Bedrooms	853	214	1067	.20952
411 to 3411	2 Bedrooms	853	123	976	.19126
3511	3 Bedrooms	1661	243	1904	.37753
<u>"12" Apartments</u>					
312	1 Bedroom	589	117	706	.13706
412 to 3412	1 Bedroom	589	64	653	.12642
3512	3 Bedrooms	1597	254	1851	.36689
<u>"13" Apartments</u>					
213	1 Bedroom	631	-	631	.12200
313	2 Bedrooms	901	158	1059	.20792
413 to 3413	2 Bedrooms	901	64	965	.18905
3513	3 Bedrooms	1488	206	1694	.33538
<u>"14" Apartments</u>					
214	1 Bedroom	644	-	644	.12461
314	2 Bedroom	1071	149	1220	.24023
414 to 3414	2 Bedrooms	1071	135	1206	.23742
3514	2 Bedrooms	1221	118	1339	.26412
<u>"15" Apartments</u>					
215	Studio	427	-	427	.08106
315	Studio	436	55	491	.09390
415 to 3415	Studio	436	-	436	.08286
3515	2 Bedrooms	1221	118	1339	.26412

<u>Apartment No.</u>	<u>Type of Apartment (Studio, Bedroom)</u>	<u>Area (Square Feet)</u>			<u>Common Interest (Percentage)</u>
		<u>Interior</u>	<u>Lanai</u>	<u>Total</u>	
<u>"16" Apartments</u>					
216	2 Bedrooms	804	-	804	.15544
316	2 Bedrooms	824	169	993	.19467
416 to 3416	2 Bedrooms	824	86	910	.17781
3516	2 Bedrooms	1380	183	1563	.30908
<u>"17" Apartments</u>					
217	2 Bedrooms	926	-	926	.18335
317	2 Bedrooms	930	295	1225	.24124
417 to 3417	2 Bedrooms	930	210	1140	.22417
3517	3 Bedrooms	1957	524	2481	.49335
<u>Commercial Units</u>					
No. 1	---	219	-	219	.03930
No. 2	---	383	-	383	.07222
No. 3	---	1901	-	1901	.37693
No. 4	---	2857	-	2857	.56882

Notes:

(1) The common interest appurtenant to the 568 residential apartments and to the 4 commercial apartments total 100 per cent (100%). The Resident Manager's apartment (Apt. 210) is a common element reserved for use thereof by the Resident Manager and it has no common interest appurtenant to it.

(2) Apartment Numbers skipped are: 204, 205, 206, 207, 212, 406, 407, 606, 607.

EXHIBIT "B"

ASSIGNMENT OF PARKING SPACE

<u>Apartment No.</u>	<u>Parking Space No.</u>	<u>Apartment No.</u>	<u>Parking Space No.</u>	<u>Apartment No.</u>	<u>Parking Space No.</u>
201	D-60	501	D-1	715	C-86
202	D-61	502	D-2	716	C-87
203	D-62	503	D-3	717	C-2
*208	C-11, plus 227 others listed below	504	D-4		
		505	D-5	801	C-54
		506	D-6	802	C-55
209	D-63	507	D-7	803	C-56
210	D-64	508	C-5	804	C-57
211	D-65	509	D-8	805	C-58
213	D-66	510	D-9	806	C-59
214	D-67	511	D-10	807	C-60
215	D-68	512	D-11	808	B-185
216	D-69	513	D-12	809	C-61
217	C-12	514	D-13	810	C-62
		515	D-14	811	C-63
301	D-45	516	D-15	812	C-64
302	D-46	517	C-6	813	C-65
303	D-47			814	C-66
304	D-48	601	C-88	815	C-67
305	D-49	602	C-89	816	C-68
306	D-50	603	C-90	817	B-186
307	D-51	604	C-91		
308	C-9	605	C-92	901	C-39
309	D-52	608	C-3	902	C-40
310	D-53	609	C-93	903	C-41
311	D-54	610	C-94	904	C-42
312	D-55	611	C-95	905	C-43
313	D-56	612	C-96	906	C-44
314	D-57	613	C-97	907	C-45
315	D-58	614	C-98	908	B-183
316	D-59	615	C-99	909	C-46
317	C-10	616	C-100	910	C-47
		617	C-4	911	C-48
401	D-16			912	C-49
402	D-17	701	C-69	913	C-50
403	D-18	702	C-70	914	C-51
404	D-19	703	C-71	915	C-52
405	D-20	704	C-76	916	C-53
408	C-7	705	C-77	917	B-184
409	D-21	706	C-78		
410	D-22	707	C-79	1001	C-24
411	D-23	708	C-1	1002	C-25
412	D-24	709	C-80	1003	C-26
413	D-25	710	C-81	1004	C-27
414	D-26	711	C-82	1005	C-28
415	D-27	712	C-83	1006	C-29
416	D-28	713	C-84	1007	C-30
417	C-8	714	C-85	1008	B-181

<u>Apartment No.</u>	<u>Parking Space No.</u>	<u>Apartment No.</u>	<u>Parking Space No.</u>	<u>Apartment No.</u>	<u>Parking Space No.</u>
1009	C-31	1307	A-198	1605	A-98
1010	C-32	1308	B-175	1606	A-99
1011	C-33	1309	A-199	1607	A-100
1012	C-34	1310	A-200	1608	A-166
1013	C-35	1311	A-201	1609	A-101
1014	C-36	1312	A-202	1610	A-102
1015	C-37	1313	A-203	1611	A-103
1016	C-38	1314	A-204	1612	A-104
1017	B-182	1315	A-205	1613	A-105
		1316	A-206	1614	A-106
1101	A-222	1317	B-176	1615	A-107
1102	A-223			1616	A-108
1103	A-224	1401	A-124	1617	A-167
1104	A-225	1402	A-125		
1105	A-226	1403	A-126	1701	A-79
1106	A-227	1404	A-127	1702	A-80
1107	A-228	1405	A-128	1703	A-81
1108	B-179	1406	A-129	1704	A-82
1109	A-229	1407	A-130	1705	A-83
1110	A-230	1408	B-173	1706	A-84
1111	A-231	1409	A-131	1707	A-85
1112	A-232	1410	A-132	1708	A-189
1113	A-233	1411	A-133	1709	A-86
1114	A-234	1412	A-134	1710	A-87
1115	A-235	1413	A-135	1711	A-88
1116	A-236	1414	A-136	1712	A-89
1117	B-180	1415	A-137	1713	A-90
		1416	A-138	1714	A-91
1201	A-207	1417	B-174	1715	A-92
1202	A-208			1716	A-93
1203	A-209	1501	A-109	1717	A-190
1204	A-210	1502	A-110		
1205	A-211	1503	A-111	1801	A-64
1206	A-212	1504	A-112	1802	A-65
1207	A-213	1505	A-113	1803	A-66
1208	B-177	1506	A-114	1804	A-67
1209	A-214	1507	A-115	1805	A-68
1210	A-215	1508	B-187	1806	A-69
1211	A-216	1509	A-116	1807	A-70
1212	A-217	1510	A-117	1808	A-187
1213	A-218	1511	A-118	1809	A-71
1214	A-219	1512	A-119	1810	A-72
1215	A-220	1513	A-120	1811	A-73
1216	A-221	1514	A-121	1812	A-74
1217	B-178	1515	A-122	1813	A-75
		1516	A-123	1814	A-76
1301	A-192	1517	B-188	1815	A-77
1302	A-193			1816	A-78
1303	A-194	1601	A-94	1817	A-188
1304	A-195	1602	A-95		
1305	A-196	1603	A-96	1901	D-157
1306	A-197	1604	A-97	1902	D-158