## REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

#### STATE OF HAWAII

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

# PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on REGENCY PARK 3138 Waialae Avenue Honolulu, Hawaii

REGISTRATION NO. 1104

## IMPORTANT — Read This Report Before Buying

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

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project but may only take reservations therefore after

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

Issued: April 24, 1979 Expires: May 24, 1980

### 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 MARCH 19, 1979, AND INFORMATION SUBSEQUENTLY FILED AS OF APRIL 23, 1979. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF THE INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A, HAWAII REVISED STATUTES.

1. The REGENCY PARK is a proposed lease-hold condominium project consisting of an aggregate of 272 apartments contained in two separate buildings (174 apartments in one building and 98 apartments in the other), a parking structure containing parking

stalls for 503 cars (413 covered and 90 uncovered stalls) and amenities such as a swimming pool, a basketball/volleyball court, a racquet ball court, a tennis court, a party room, uncovered surface parking for an additional 85 cars, landscaping, service roads and other ground improvements.

- 2. This Preliminary Public Report is made a part of the registration on the REGENCY PARK condominium project. The Developer is responsible for placing this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers and for securing a signed copy of the Receipt for Horizontal Property Regime Public Report from each purchaser and prospective purchaser.
- 3. The Developer of the Project has submitted to the Commission for examination all documents deemed necessary for the registration of this Project and the issuance of this Preliminary Public Report.
- 4. The basic documents (Declaration of Horizontal Property Regime, with Bylaws of the Association of Apartment Owners attached, and a copy of the approved Floor Plans) have not yet been executed nor filed in the office of the recording officers.
- 5. The Developer has advised the Commission that advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission will be submitted prior to public dissemination.
- 6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, and the Rules and Regulations of the Commission which relate to Horizontal Property Regimes.
- 7. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, April 24, 1979, unless a Final or Supplementary Public Report issues, or the Commission, upon the review of the registration, issues an order extending the effective period of this report.

#### NAME OF PROJECT: REGENCY PARK

LOCATION: The Project will be located on a 7.44 acre site on Waialae Avenue in Kaimuki, Honolulu, City and County of Honolulu, State of Hawaii. The Project site is adjacent to the premises of St. Louis-Chaminade Education Center at 3140 Waialae Avenue.

TAX MAP KEY: 3-3-01:portion of 6

ZONING: A-1 Apartment District (PD-H District No. 54)

DEVELOPER: RYM VENTURE 58, a Hawaii registered limited partner-ship, whose principal place of business and post office address is 1405 North King Street, Honolulu, HI 96817, and whose telephone number is 847-6531. The sole general partner of RYM Venture 58 is R.Y.M., Inc., whose officers are as follows:

Name	Office	Address
Richard Y. H. Mew	President and Treasurer	1405 North King St. Honolulu, HI 96817
Stella Ng Mew	Vice President and Secretary	1405 North King St. Honolulu, HI 96817
Larry M. Sumida	Director	1405 North King St. Honolulu, HI 96817
George M. Kaneshiro	Director	1405 North King St. Honolulu, HI 96817

- ATTORNEY REPRESENTING DEVELOPER: Carlsmith & Dwyer (Attention: Curtis W. Carlsmith or John R. Dwyer, Jr.), Suite 2102, Davies Pacific Center, 841 Bishop Street, Honolulu, HI 96813; Telephone 524-7200.
- V DESCRIPTION: The Project will consist of the following:
  - 1. The Land. The land in fee simple to be submitted to the horizontal property regime is located in Kaimuki at Waialae Avenue, Honolulu, City and County of Honolulu, State of Hawaii, and will contain an area of 7.44 acres, more or less, and will be comprised of the following: All of Lot 257, as shown on Map 43 of Land Court Application No. 608, portions of Lot 260, as shown on said Map 43, and Lot 266, as shown on Map 45 of said Application No. 608 (the foregoing Lots being described in and covered by Transfer Certificate of Title No. 131,138), portion of Royal Patent 7169, Land Commission Award 6400 to Kapu and portion of Grant 224 to Kamakani (being also a portion of Exclusion 1 of Land Court Application No. 608).

The Developer has advised the Commission that the boundary between Lots 260 and 266 hereinabove described is in the process of being realigned by consolidating said Lots 260 and 266 and resubdividing such consolidation into two lots, to-wit, Lot 270, area 4.017 acres, and Lot 269, area 1.723 acres (both Lots 270 and 269 are unofficial lot numbers and are used herein for facility of reference only). Lot 270 (which will have official lot and map numbers after such consolidation and resubdivision is processed through the Land Court of the State of Hawaii) will be part of the Project lands. The Project lands will consist of four separate parcels, to-wit, (i) said Lot 270, (ii) Lot 257 hereinabove described, (iii) portion of Royal Patent 7169, Land Commission Award 6400 to Kapu and (iv) portion of Grant 224 to Kamakani (being also a portion of Exclusion 1 of Land Court Application No. 608). The Developer has further advised the Commission that the above-described consolidation and resubdivision of Lots 260 and 266 will be completed prior to the issuance of a final public report on this Project.

- 2. The Buildings. The Project will have three (3) principal buildings, to-wit, two (2) apartment buildings and one (1) parking structure, as shown on the plans thereof on file with the Commission. Each of the two apartment buildings will be comprised of two sections designated as Wing A and Wing B, respectively, such sections or wings being separated by the elevator shaft and lobby areas of each of such buildings. Building No. 1 located on the easterly or Koko Head portion of the Land, will have a height of ten (10) stories at the A Wing (north section) and eleven (11) stories at the B Wing (south section) and will contain 174 apartment spaces. Building No. 2 located on the westerly or Ewa portion of the Land, will have a height of six (6) stories and will contain 98 apartment spaces. The parking structure, located mauka or north of the apartment buildings, will have a height of seven (7) stories at the makai or south section of the building and six (6) stories at the mauka or north section of the building and contain 503 parking stalls. The principal materials to be used in the construction of the buildings will be reinforced concrete for load bearing walls, columns, beams, and floors, aluminum frames for glass windows, glass sliding doors and glass entry doors of the buildings and wooden doors and frames for all entry and interior doors of the apartment spaces.
- 3. Other Improvements. The Project will also consist of other improvements, including a tennis court, a racquet ball court, a volleyball/basketball court, a swimming pool, a party room, uncovered surface parking for an additional 85 cars, service roadways, landscaping and other ground improvements.
- Apartment Spaces. There will be two hundred seventy two (272) separately designated freehold estates consisting of the residential spaces or areas hereinbelow more particularly described and contained in said buildings, said spaces being defined and referred to herein as "apartment spaces." An apartment space shall not be deemed to include the perimeter or party walls or the interior load-bearing walls or the floors and ceilings surrounding the apartment space (except in each such case for the interior decorated or finished surfaces of such perimeter or party walls, load-bearing walls, floors and ceilings), or any pipes, wires, conduits, or other utility or service lines running through such apartment space which are utilized for or serve more than one apartment space, the same being deemed common elements as hereinafter provided. Each apartment space shall be deemed to include (i) all walls and partitions which are not load-bearing within its perimeter or party walls, (ii) the interior decorated or finished surfaces of all perimeter or party walls and load-bearing walls, floors, ceilings, and stationary glass windows and the frames thereof, (iii) all other window frames and glass, (iv) all entrance doors (except the exterior finished surfaces thereof), (v) all lanai spaces within the surfaces or finished surfaces of windows, doors, lanai walls and other walls surrounding the lanais, the lanai floors and lanai ceilings, and where a lanai has no lanai wall, the space within the windows, door, wall, floor and ceiling as aforesaid up to the edge of the lanai floor at the open end of the lanai, and (vi) all fixtures contained or installed in each apartment space.

(a) The apartment space number, location, description, approximate gross floor area and other pertinent data relative to the respective apartment spaces are as follows:

Building No. 1. There will be 174 apartment spaces in Building No. 1, ten (10) of said apartment spaces being located on the first floor, ten (10) on the second floor, fourteen (14) on each of the third and fourth floors, and eighteen (18) on each of the fifth to eleventh floors, inclusive. Except on certain floors where certain apartment space numbers are omitted as hereinafter described, the apartment spaces on each floor of Building No. 1 will be numbered serially 01 to 18, inclusive, preceded by a number indicating the floor on which the apartment is located. For example, the apartment spaces on the fifth floor will be numbered 501, 502, 503, etc. The apartment numbers will run from the mauka or northerly end of the A Wing of Building No. 1 to the makai or southerly end of the B Wing of Building No. 1, and all odd numbered apartment spaces will be on the Koko Head or easterly side and all even numbered apartment spaces will be on the Ewa or westerly side of the building. The apartment spaces in the A Wing will be numbered 01 to 08, inclusive, and the apartment spaces in the B Wing will be numbered 09 to 18, inclusive. Because the Land slopes downward from north to south, the first and second floors of Building No. 1 will have apartment spaces only in the B Wing, and the ten (10) apartment spaces in each of said first and second floors will be numbered 109 to 118, inclusive, and 209 to 218, inclusive, respectively. There will be no apartment spaces numbered 01 to 08, inclusive, on the first and second floors of Building No. 1. The apartment spaces in the A Wing of Building No. 1 will commence from the third floor. The fourteen (14) apartment spaces in each of the third and fourth floors will be numbered 01, 02, 07, and 08 to 18, inclusive, preceded by the appropriate floor number. There will be no apartment spaces numbered 303 to 306, inclusive, on the third floor nor apartment spaces numbered 403 to 406, inclusive, on the fourth floor. The eighteen (18) apartment spaces on each of the fifth to the eleventh floors of Building No. 1 will be numbered serially 01 to 18, inclusive, preceded by a number indicating the floor on which the apartment space is located as hereinabove set forth. By the foregoing numbering system, all apartment spaces bearing apartment space numbers with the same last two digits will be in vertical alignment in the building.

Building No. 2. There will be 98 apartment spaces in Building No. 2, four (4) of which apartment spaces will be located on the first floor, twelve (12) on the second floor, eighteen (18) on the third floor, eighteen (18) on each of the fourth, fifth, and sixth floors and ten (10) on the seventh floor. The apartment space numbers in Building No. 2 will be a continuation of the apartment space numbers in Building No. 1 and will be numbered serially from 19 to 36, inclusive (19 through 28 in the A Wing and 29 through 36 in the B Wing), preceded by a number indicating the floor on which the apartment space is located. The apartment space numbers in Building No. 2 will run from the Koko Head or east end of the A Wing to the Ewa or west end of the B Wing of the building, with all odd numbered apartment spaces being on the mauka or north side and even numbered apartment

spaces on the makai or south side of the building. Both the A Wing and B Wing of Building No. 2 will contain six (6) stories; however, because the ground elevation at the A Wing of Building No. 2 is higher than the ground elevation at the B Wing, the ground floor of the A Wing of Building No. 2 will be at the same elevation and will lead into the second floor of the B Wing. Thus, the six (6) floors in the A Wing of Building No. 2 will bear floor numbers two to seven, inclusive. The first floor of Building No. 2 will have apartment spaces only in the B Wing, and the four (4) apartments on the first floor in the B Wing of Building No. 2 will be located on the makai or south side and will be numbered 130, 132, 134 and 136. There will be no apartment spaces numbered 129, 131, 133, and 135 on the first floor in the B Wing of Building No. 2. The twelve (12) apartment spaces on the second floor will be numbered 220, 222, 224, 226, and 228 in the A Wing and 230 to 236, inclusive, in the B Wing. There will be no apartment spaces numbered 219, 221, 223, 225 and 227 on the second floor in the A Wing of Building No. 2. There will be no apartment space numbered 229 on the second floor of Building No. 2. The eighteen (18) apartment spaces on the third floor will be numbered from 319 to 336, inclusive. The eighteen (18) apartment spaces on each of the fourth, fifth, and sixth floors of Building No. 2 will be numbered 19 to 36, inclusive, preceded with the number indicating the floor on which the apartment space is located. The ten (10) apartments on the seventh floor will be numbered 719 to 728, inclusive. There will be no apartments numbered 729 to 736, inclusive, on the seventh floor. As in Building No. 1, by the foregoing numbering system, all apartment spaces bearing apartment space numbers with the same last two digits, will be in vertical alignment in the building.

The apartment spaces will be classified into three basic types, to-wit, Type A, Type B and Type C, and the three basic types will be further classified into twenty one (21) subtypes, designated as Types A through A-8, B through B-2 and B-4 through B-6, and C through C-4. There will be no apartment spaces designated as Type B-3.

The apartment spaces designated as Types A through A-8 will contain two bedrooms, two bathrooms, a living/dining room, a kitchen, an entry, a living room lanai and a bedroom lanai. The apartment spaces designated as Types B through B-2 and B-4 through B-6 will contain two bedrooms, two bathrooms, a living/dining room, a kitchen, an entry (except in the Types B-1 and B-5 apartment spaces), a living room lanai and a bedroom lanai, and generally will have a larger gross floor area than the Types A through A-8 apartment spaces. The apartment spaces designated as Types C through C-4 will contain three bedrooms, two bathrooms, a living/dining room (except in C-2 and C-4 apartment spaces which will have a living room and a dining room), a kitchen, an entry and a lanai (except in C-1 apartment spaces which will have a living room lanai and a bedroom lanai). Hereinafter all of the rooms or areas in an apartment space, except the lanais, to-wit, the bedrooms, the bathrooms, the kitchen, the living/dining room or living room and dining room and the entry, if any, are referred to as the "living area." The gross floor area, the number and location of the different types of apartment spaces are set forth hereinafter:

Type A Apartment Spaces. Type A apartment spaces will contain a gross floor area of 931 square feet, consisting of a living area of 302 square feet, a living room lanai of 68 square feet and a bedroom lanai of 61 square feet. There will be 66 Type A apartment spaces located as follows: In Building No. 1, one on the third floor and two on each of the fifth through the eleventh floors in the A Wing, and four on the first floor, five on each of the second, third and fourth floors and three on each of the fifth through the eleven floors in the B Wing. In Building No. 2, two on the second floor and one on each of the fourth through the seventh floors in the A Wing, and one on each of the second through the sixth floors in the B Wing.

Type A-1 Apartment Spaces. Type A-1 apartment spaces will contain a gross floor area of 910 square feet, consisting of a living area of 797 square feet, a living room lanai of 68 square feet and a bedroom lanai of 45 square feet. There will be nine Type A-1 apartment spaces. One Type A-1 apartment space will be located on each of the third through the eleventh floors in the A Wing of Building No. 1.

Type A-2 Apartment Spaces. Type A-2 apartment spaces will have a gross floor area of 931 square feet, consisting of a living area of 802 square feet, a living room lanai of 68 square feet, and a bedroom lanai of 61 square feet. There will be 34 Type A-2 apartment spaces. The floor plan of a Type A-2 apartment space is the same as the floor plan of a Type A apartment space, except that in a Type A-2 apartment space the wall between the corridor and the two bathrooms of such apartment space will be a concrete wall while in the Type A apartment space the wall between the corridor and the two bathrooms will be a drywall. There will be one Type A-2 apartment space on each of the third through the eleventh floors in the A Wing of Building No. 1, and one on each of the second through eleventh floors in the B Wing of Building No. 1. There will also be one Type A-2 apartment space on each of the second and third floors and two on each of the fourth through seventh floors in the A Wing of Building No. 2, and one on each of the second through sixth floors in the B Wing of Building No. 2.

Type A-3 Apartment Space. The Type A-3 apartment space will have a gross floor area of 910 square feet, consisting of a living area of 797 square feet, a living room lanai of 68 square feet and a bedroom lanai of 45 square feet. The Type A-3 apartment space is the same as the Type A-1 apartment space except that the Type A-3 apartment space will have adjacent thereto and as a limited common element a garden lanai containing an area of 386 square feet. There will be one Type A-3 apartment space located on the third floor in the A Wing of Building No. 1.

Type A-4 Apartment Spaces. Type A-4 apartment spaces will have a gross floor area of 931 square feet, consisting of a living area of 802 square feet, a living room lanai of 60 square feet, and a bedroom lanai of 61 square feet. The floor plan of a Type A-4 apartment space is the reverse of a Type A apartment space floor plan, and each Type A-4 apartment space will have adjacent thereto and as a limited common element a garden lanai containing an area of 500 square feet. There will be four Type A-4 apartment spaces. Three Type A-4 apartment spaces will be located on the first floor in the B Wing of Building No. 1, and one Type A-4 apartment space will be located on the first floor in the B Wing of Building No. 2.

Type A-5 Apartment Space. A Type A-5 apartment space will contain a gross floor area of 931 square feet, consisting of a living area of 802 square feet, a living room lanai of 68 square feet and a bedroom lanai of 61 square feet. A Type A-5 apartment space is the same as a Type A apartment space, except that a Type A-5 apartment space will have adjacent thereto and as a limited common element a garden lanai containing an area of 373 square feet. There will be one Type A-5 apartment space which will be located on the first floor of the B Wing in Building No. 1.

Type A-6 Apartment Space. A Type A-6 apartment space will contain a gross floor area of 931 square feet, consisting of a living area of 802 square feet, a living room lanai of 68 square feet, a bedroom lanai of 61 square feet. A Type A-6 apartment space is the same as a Type A-2 apartment space, except that a Type A-6 apartment space will have adjacent thereto and as a limited common element, a garden lanai containing an area of 315 square feet. There wil be one Type A-6 apartment space which will be located on the third floor of the A Wing in Building No. 2.

Type A-7 Apartment Space. A Type A-7 apartment space will have a gross floor area of 931 square feet, consisting of a living area of 802 square feet, a living room lanai of 68 square feet, and a bedroom lanai of 61 square feet. A Type A-7 apartment space is the same as a Type A-2 apartment space, except that a Type A-7 apartment space will have adjacent thereto and as a limited common element a garden lanai containing an area of 238 square feet. There will be one Type A-7 apartment space which will be located on the first floor of the B Wing in Building No. 2.

Type A-8 Apartment Space. A Type A-8 apartment space will contain a gross floor area of 931 square feet, consisting of a living area of 802 square feet, a living room lanai of 68 square feet, and a bedroom lanai of 61 square feet. A Type A-8 apartment space is the same as a Type A apartment space, except that a Type A-8 apartment space will have adjacent thereto and as a limited common element a garden lanai containing an area of 444 square feet. There will be one Type A-8 apartment space which will be located on the third floor of the A Wing in Building No. 2.

Type B Apartment Spaces. Type B apartment spaces will contain a gross floor area of 1,123 square feet, consisting of a living area of 959 square feet, a living room lanai of 107 square feet, and a bedroom lanai of 57 square feet. There will be 63 Type B apartment spaces. There will be three Type B apartment spaces on each of the fifth through the eleventh floors in the A Wing of Building No. 1 and four on each of the fifth through eleventh floors in the B Wing of Building No. 1. There will also be one Type B apartment space on each of the third through the sixth floors and three on the seventh floor in the A Wing of Building No. 2, and one on the third floor and two on each of the fourth, fifth and sixth floors in the B Wing of Building No. 2.

Type B-l Apartment Spaces. Type B-l apartment spaces will contain a gross floor area of 1,211 square feet, consisting of a living area of 1,028 square feet, a living room lanai of 126 square feet, and a bedroom lanai of 57 square feet. There will be 21 Type B-l apartment spaces. One Type B-l apartment space will be located on the first floor and two on each of the second through the eleventh floors in the B Wing of Building No. 1.

Type B-2 Apartment Spaces. Type B-2 apartment spaces will have a gross floor area of 1,104 square feet, consisting of a living area of 940 square feet, a living room lanai of 107 square feet, and a bedroom lanai of 57 square feet. There will be 8 Type B-2 apartment spaces. There will be one Type B-2 apartment space on each of the fourth through the eleventh floors in the A Wing of Building No. 1.

Type B-4 Apartment Spaces. Type B-4 apartment spaces will have a gross floor area of 1,123 square feet, consisting of a living area of 959 square feet, a living room lanai of 107 square feet and a bedroom lanai of 57 square feet. Type B-4 apartment spaces are the same as the Type B apartment spaces, except that in Type B-4 apartment spaces the sliding door within the master bathroom separating the dressing area from the bathtub area has been removed and a sliding door has been installed at the entrance of the master bathroom. This slight modification is to provide for handicapped persons. There will be fifteen Type B-4 apartment spaces. There will be one Type B-4 apartment space on the fourth floor in the A Wing of Building No. 1 and two on each of the second, third and fourth floors in the B Wing of Building No. 1. There will also be one Type B-4 apartment space on the third floor and two on each of the fourth, fifth and sixth floors in the A Wing of Building No. 2, and one on the third floor in the B Wing of Building No. 2.

Type B-5 Apartment Space. A Type B-5 apartment space will contain a gross floor area of 1,211 square feet, consisting of a living area of 1,028 square feet, a living room lanai of 126 square feet, and a bedroom lanai of 57 square feet. A Type B-5 apartment space is the same as a Type B-1 apartment space, except that a Type B-5 apartment space will have adjacent thereto and as a limited common element a garden lanai containing an area of 526 square feet. There will be one Type B-5 apartment space which will be located on the first floor in the B Wing of Building No. 1.

Type B-6 Apartment Spaces. Type B-6 apartment spaces will contain a gross floor area of 1,123 square feet, consisting of a living area of 959 square feet, a living room lanai of 107 square feet, and a bedroom lanai of 57 square feet. A Type B-6 apartment space is the same as a Type B apartment space, except that each Type B-6 apartment space will have adjacent thereto and as a limited common element a garden lanai containing an area of 314 square feet. There will be two Type B-6 apartment spaces both located in Building No. 2, one on the third floor in the A Wing and one on the second floor in the B Wing.

Type C Apartment Spaces. Type C apartment spaces will contain a gross floor area of 1,438 square feet, consisting of a living area of 1,249 square feet and a lanai of 189 square feet. There will be 29 Type C apartment spaces, all located in Building No. 2. There will be two Type C apartment spaces on the second and third floors and four on each of the fourth through the seventh floors in the A Wing, and one on the second floor and two on each of the third through sixth floors in the B Wing of Building No. 2.

Type C-l Apartment Spaces. Type C-l apartment spaces will contain a gross floor area of 1,535 square feet, consisting of a living area of 1,275 square feet, a living room lanai of 126 square feet and a bedroom lanai of 134 square feet. There will be eight Type C-l apartment spaces. There will be two Type C-l apartment spaces on each of the third through the sixth floors in the B Wing of Building No. 2.

Type C-2 Apartment Space. A Type C-2 apartment space will contain a gross floor area of 1,560 square feet, consisting of a living area of 1,316 square feet, and a lanai of 244 square feet. There will be one Type C-2 apartment space which will be located on the second floor in the B Wing of Building No. 2.

Type C-3 Apartment Spaces. Type C-3 apartment spaces will contain a gross floor area of 1,438 square feet, consisting of a living area of 1,249 square feet, and a lanai of 189 square feet. A Type C-3 apartment space is the same as a Type C apartment space, except that a Type C-3 apartment space will have adjacent thereto and as a limited common element a garden lanai containing 444 square feet. There will be four Type C-3 apartment spaces. There will be two Type C-3 apartment spaces on the third floor in the A Wing of Building No. 2, and one on each of the first and second floors in the B Wing of Building No. 2.

Type C-4 Apartment Spaces. Type C-4 apartment spaces will contain a gross floor area of 1,560 square feet, consisting of a living area of 1,316 square feet, and a lanai of 244 square feet. A Type C-4 apartment space is the same as a Type C-2 apartment space, except that a Type C-4 apartment space will have adjacent thereto and as a limited common element a garden lanai containing an area of 317 square feet. There will be two Type C-4 apartment spaces, located one on each of the first and second floors in the B Wing of Building No. 2.

The gross floor areas of the apartment spaces hereinabove set forth are approximate. The approximate gross floor area of each apartment space as set forth above includes all of the walls and partitions within the perimeter and party walls of the apartment space, the center line of party walls and all perimeter walls (other than corridor walls), whether load bearing or non-load bearing, the exterior face of window frames and all of the corridor walls. Duct shaft and plumbing chases are included. The approximate gross floor areas of Type B-l and Type C-l apartment spaces also include the concrete wall between the kitchen and the stairways and the concrete wall at the end of the kitchen. The lanai and the garden lanai areas are also approximate areas. All lanai and garden lanai areas are "clear" dimensions and do not include the lanai wall or garden lanai wall or any other wall surrounding the lanai or garden lanai.

Each of the apartment spaces will have direct access either to a corridor leading to the grounds of the Project or to a corridor and therefrom to the elevators and the stairways, all of which lead to the grounds of the Project. The corridors, elevators, stairways and grounds are common elements.

<u>COMMON ELEMENTS</u>: The proposed Declaration of Horizontal Property Regime designates a single freehold estate consisting of the remaining portions and appurtenances of the Project, called the

"common elements," and consisting of the common areas and facilities. The common elements shall include, but are not limited to, the following:

- (a) The Land in fee simple;
- (b) All foundations, columns, girders, beams, floor slabs, supports, perimeter and party walls and load-bearing walls, floors and ceilings (except for the inner decorated or finished surfaces of the perimeter and party walls, load-bearing walls, floors and ceilings within each apartment space and except as expressly provided otherwise), roofs, hallways, corridors, lobbies, stairs, stairways, fire escapes, walkways, ducts, entrances and exits of the buildings;
- (c) All areas and/or facilities within the buildings which serve more than one apartment space, such as trash room, refuse facilities, electrical rooms, machine and equipment rooms, storage rooms, the lobbies, mail room, mailboxes, manager's offices and all other common facilities;
- (d) All areas, structures or facilities of the Project which are for common use or which serve more than one apartment space, such as driveways, service roads and other common ways, planters, landscaping, yards, gardens, swimming pool, tennis court, racquet ball court, basketball/volleyball court, party room, and other recreational areas, fences, retaining walls, refuse collection areas, parking structure, surface parking areas and parking stalls;
- (e) All central and appurtenant installations serving more than one apartment for power, light, gas, water, ventilation, refuse, telephone, radio and television signal distribution and all pipes, wires, conduits, ducts, vents and other service utility lines which serve more than one apartment space;
- (f) All elevators, tanks, pumps, motors, fans, and in general, all apparatus and installations for common use, and all other parts of the Project necessary or convenient to its existence, maintenance, or safety and normally in common use;
- (g) Twenty (20) Parking Stalls numbered 504 to 508, inclusive, 554 to 558, inclusive, 579 to 588, inclusive, which shall be used for guest parking;
- (h) All other parts of the Project, which are not included in the definition of an apartment space.
- LIMITED COMMON ELEMENTS: The proposed Declaration of Horizontal Property Regime provides that certain of the common elements are designated as "limited common elements" and are set aside and reserved for the use of certain apartment spaces, which apartment spaces shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and so reserved are as follows:
- (a) Parking Stalls. Each apartment space will have as an appurtenance one or more parking stalls for the exclusive use of

such apartment space. The respective apartment spaces and the parking stalls appurtenant thereto are set forth in Exhibit attached hereto. Each apartment space shall at all times have at least one (1) parking stall appurtenant to it; notwithstanding any other provision of the Declaration to the contrary, apartment owners with the consent of the lessor and the mortgagee, if any, shall have the right to change the designation of parking stalls which are appurtenant to their respective apartments by amendment of the Declaration and the respective apartment leases involved. To exercise the right to change the designation of parking spaces, the amendment to the Declaration and the apartment lease must be in writing and need only be executed by lessor, the mortgagees, and the respective owners of the apartment seeking such change. Such amendments shall be effective only upon recording the same in the Bureau of Conveyances of the State of Hawaii and filing of the same of record with the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

- (b) Mailboxes. The mailbox assigned to an apartment space shall be limited to the use of such apartment space.
- (c) Garden Lanais. The garden lanais adjacent to apartment spaces numbered 109, 111, 113, 115, 117 and 301 in Building No. 1 and the garden lanais adjacent to apartment spaces numbered 130, 132, 134, 136, 231, 233, 235, 319, 321, 323, 325 and 327 in Building No. 2 shall be for the exclusive use of the respective apartment spaces to which such garden lanais are adjacent. A garden lanai will be deemed to include the area within the interior finished surface of the garden lanai wall.
- (d) Other. All other common elements of the Project which are rationally related to less than all of the apartment spaces shall be limited to the use of such apartment spaces.

INTEREST TO BE CONVEYED PURCHASER: The interest to be conveyed to a purchaser will be a leasehold estate in and to an apartment and an undivided interest in all common elements of the Project. Each apartment shall have appurtenant thereto an undivided interest in all common elements of the Project (herein called "common interest") in the proportion hereinafter set forth and the same proportionate share in all common profits and expenses of the Project and for all other purpose, including voting:

Apartment Type	Apartment Number	Percent Common Interest
A	110, 112, 114, 116, 211, 212, 213, 214, 215, 220, 224, 234, 308, 311, 312, 313, 314, 315, 329, 411, 412, 413, 414, 415, 427, 429, 504, 506, 512, 514, 515, 527, 529, 604, 606, 612, 614, 615, 627, 629, 704, 706, 712, 714, 715, 727, 804, 806, 812, 814, 815, 904, 906, 912, 914, 915, 1004, 1006, 1012, 1014, 1015, 1104, 1106, 1112, 1114, 1115	0.3110
A-1	302, 401, 501, 601, 701, 801, 901, 1001, 1101	0.3040

```
209, 228, 230, 307, 309, 328, 330,
                    407, 409, 419, 428, 430, 507, 509,
                    519, 528, 530, 607, 609, 619, 628, 630, 707, 709, 719, 728, 807, 809, 907, 909, 1007, 1009, 1107, 1109
                                                                                         0.3110
A-2
                    301
                                                                                         0.3040
A-3
                    111, 113, 115, 134
                                                                                          0.3110
A-4
A-5
                    109
                                                                                         0.3110
A-6
                    319
                                                                                          0.3110
A-7
                    130
                                                                                          0.3110
                    327
A-8
                                                                                         0.3110
                    324, 334, 424, 433, 434, 503, 505,
                    508, 510, 511, 513, 516, 524, 533,
                    534, 603, 605, 608, 610, 611, 613,
                   534, 603, 603, 606, 610, 611, 613, 616, 624, 633, 634, 703, 705, 708, 710, 711, 713, 716, 720, 723, 724, 803, 805, 808, 810, 811, 813, 816, 903, 905, 908, 910, 911, 913, 916, 1003, 1005, 1008, 1010, 1011, 1013, 1016, 1103, 1105, 1108, 1110, 1111,
В
                                                                                         0.3751
                    1113, 1116
                   118, 217, 218, 317, 318, 417, 418, 517, 518, 617, 618, 717, 718, 817, 818, 917, 918, 1017, 1018, 1117,
B-1
                                                                                         0.4045
                    1118
B-2
                    402, 502, 602, 702, 802, 902, 1002,
                                                                                         0.3688
                  1102
                    210, 216, 310, 316, 320, 333, 408,
                    410, 416, 420, 423, 520, 523, 620,
B-4
                                                                                         0.3751
B-5
                    117
                                                                                          0.4044
                    233, 323
B-6
                                                                                          0.3751
                    222, 226, 232, 322, 326, 331, 337,
                    421, 422, 425, 426, 431, 432, 521,
                    522, 525, 526, 531, 532, 621, 622, 625, 626, 631, 632, 721, 722, 725,
С
                                                                                         0.4803
                    726
                    335, 336, 435, 436, 535, 536, 635,
C-1
                                                                                         0.5127
                    636
C-2
                    236
                                                                                         0.5210
C-3
                    132, 231, 321, 325
                                                                                          0.4803
C-4
                    136, 235
                                                                                          0.5211
```

PURPOSE AND USE OF THE APARTMENTS: The purpose for which the apartments are intended and restricted as to use is residential as set forth in the proposed Declaration. The proposed Declaration recites that the apartments shall be occupied and used only as dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as  $\overline{(a)}$  rental for any period less than thirty days, or  $\overline{(b)}$  any rental in which the occupants of the apartments are provided customary hotel services, such as room service for food and beverages, maid service, laundry and linen or bellboy service. The proposed Declaration further recites that the apartments shall not be used, leased, rented or any undivided interest therein sold for time sharing purposes or under any time sharing plan or arrangement. Except for such transient or hotel and time sharing purposes, the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of said proposed Declaration.

The proposed House Rules contains certain prohibitions regarding apartment use, common areas, parking, rentals, refuse, pets, swimming pool and party room, including but not limited to: (i) occupancy is limited to not more than two persons per bedroom, and (ii) no more than one pet will be allowed per apartment.

EASEMENTS: The proposed Declaration of Horizontal Property Regime provides that the apartment spaces and common elements shall have and be subject to a number of easements, including but not limited to the following which the Purchaser should note:

- 1. The Developer shall have the right to conduct extensive sales activities on the Project, including the use of model apartments, sales and management offices, and extensive sales displays and activities until the earlier to occur of (a) thirty-six (36) months from the date of the filing in the Office of the Assistant Registrar of the Land Court and/or the recording in the Bureau of Conveyances the first apartment lease or (b) the closing of the sale of the last unsold apartment in the Project. In the event that the Developer is unable to sell all of the apartments within the thirty-six (36) month period, the Developer shall have the right to conduct sales activities on the Project until the closing of the sale of the last unsold apartment in the Project provided that such sales activities are conducted in an obstrusive manner which will not unreasonably interfere with the use, possession, and aesthetic enjoyment of the Project by the other apartment owners. In the event that the Developer's mortgage lender or any successor to or assignee of the Developer's mortgage lender shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or by an assignment in lieu of foreclosure, such mortgage lender, its successors or assigns, shall have the right to conduct such extensive sales activities on the Project until at least ninety-five percent (95%) of all of the apartments have been sold and closed, notwithstanding the foregoing.
- 2. The Developer, its agents, employees, contractors, licensees, successors, and assigns, shall have an easement over and upon the Project as may be reasonably necessary for the completion of improvements to and correction of defects in the

Project. Such easement shall terminate twenty-four (24) months after the later of (i) the date of the filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and/or the recording in the Bureau of Conveyances of the State of Hawaii of the first apartment lease, or (ii) "substantial completion" (as the term is used in Chapter 507, Part II, Hawaii Revised Statutes) of the improvement to be completed or corrected.

OWNERSHIP: A Preliminary Title Report prepared by First Land Title Corporation, issued on March 8, 1979, states that title to the land committed to the Project is vested in St. Louis-Chaminade Education Center, a Hawaii nonprofit corporation.

ENCUMBRANCES AGAINST TITLE: The aforementioned Preliminary Title Report identifies the following encumbrances on the land:

- 1. A Financing Statement made by and between RYM Venture 58, Debtor, and St. Louis-Chaminade Education Center, Secured Party, covering Development Agreement, etc., recorded November 29, 1978, in Book 13301, Page 635, in the Bureau of Conveyances, State of Hawaii.
- 2. As to the portion of Grant 224 and portion of R. P. 7169 only, the reservation of title to all minerals and metallic mines in favor of the State of Hawaii.
- 3. As to Lot 257 only, an easement for sewer line and manhole purposes in favor of the City and County of Honolulu, as granted by instrument dated September 10, 1929, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 19711.
- 4. As to Lot 260 only: (a) Easement 41 for slope purposes, as shown on Map 46, as set forth by Land Court Order No. 47889, filed August 5, 1977; and (b) an easement to construct, cut and maintain a slope, along, through, over and across the premises in favor of the City and County of Honolulu, a municipal corporation, as granted by instrument dated June 1, 1977, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 829393.
- 5. As to the portion of Grant 224 only: (a) that certain Grant of easement for sewer pipeline purposes in favor of the City and County of Honolulu, a municipal corporation of the State of Hawaii, dated September 10, 1929, recorded September 27, 1929, in the Bureau of Conveyances, State of Hawaii, in Book 1026, Page 196; and (b) that certain Grant of easement for slope easement over and across Parcel S-1 of St. Louis Drive Widening and Realignment Frontage Improvement No. 105, as contained in instrument dated June 1, 1977, filed as aforesaid as Document No. 829393 (not recorded in the Bureau of Conveyances).
- 6. For real property taxes that may be due and owing, reference is made to the Tax Assessor, First Division. Said Preliminary Title Report indicated that the owner, a non-profit corporation, paid \$7.00 tax for the 1978-79 fiscal year.

The Developer has advised the Commission that the Project site will also be subject to easements for sewer, water, electric and other utility lines and appurtenances, in favor of adjoining lands of the fee owner, and that the Project site will also be subject to an easement for roadway purposes along the southeast corner thereof. All of such easements are expected to be finalized and specifically designated or located prior to the issuance of the first Apartment Lease in the Project.

PURCHASE MONEY HANDLING: An Escrow Agreement dated March 13, 1979, has been executed and a copy of same has been filed with the Commission. The Escrow Agent is First Escrow Corporation. Upon examination, the Specimen Reservation And Sales Contract and the executed Escrow Agreement are found to be consonant with Chapter 514A, Hawaii Revised Statutes, and particularly Sections 514A-40, 514A-39, 514A-63, 514A-64, 514A-65 and 514A-66. The provisions of the Escrow Agreement and the Specimen Reservation And Sales Contract should be carefully read by the purchasers.

Among other provisions, the specimen Reservation And Sales Contract provides that:

- 1. Reservation And Sales Contracts executed prior to the issuance of a Final Public Report for the Project shall constitute a "reservation" and not a "binding contract" for the purchase of an apartment. Accordingly, the reservation may be cancelled and terminated at any time at the option of either party (and Purchaser shall receive a refund) until such time as the Purchaser and Seller execute a separate instrument expressing their intent to enter into a binding contract. Therefore, the Purchaser should be aware that the execution of a Reservation And Sales Contract prior to the issuance of a Final Public Report does not necessarily mean that the Purchaser will be able to purchase the apartment reserved on any terms at all or for the price stated or on the other terms stated in the Reservation And Sales Contract.
- 2. The Seller makes no warranties, express or implied, with respect to the apartments, the Project, or consumer products or other things installed therein, including warranties of merchantability, habitability, workmanlike construction, or fitness for a particular purpose. The Seller does, however, agree to attempt to pass through to the Purchaser the benefit of the general contractor's warranties, if any, and also the unexpired term, if any, of any manufacturer's or dealer's warranties covering any furnishings, fixtures and appliances in the apartment.
- 3. The Seller may cancel the Reservation And Sales Contract if the Purchaser's application for eligibility for a mortgage loan is rejected or not approved within thirty (30) days after application. If Purchaser proposes to pay the purchase price in cash and Seller, in its sole discretion, after reviewing the written evidence submitted to it by Purchaser, determines that Seller is not satisfied as to Purchaser's ability to make such cash payments, then Seller may cancel the Reservation And Sales Contract. Seller may also cancel the Reservation And Sales Contract if the Purchaser should die.
- 4. The Seller has made no representations with respect to the possibility or probability of rental or other income from the

apartment or other economic benefits to be derived from the purchase of the apartment, including but not limited to, any representations to the effect that Seller or the Managing Agent of the Project or a third party will provide services relating to the rental or sale of the apartment nor representations as to possible advantages from the rental of the apartment under federal or state tax laws. If Purchaser wishes to rent the apartment to third persons, Purchaser must make his own arrangements. Purchaser further agrees and acknowledges that until Seller has closed the sale of all apartments in the Project or until three (3) years from the date of the issuance of the Certificate of Occupancy, whichever shall last occur, Purchaser shall not enter into an agreement with any purchaser, lessee or owner of another apartment in the Project and/or any third party under which Purchaser agrees to share expenses and/or rentals of apartments in the condominium project. In the event of Purchaser's breach of such agreement, the Seller may obtain an injunction from any court of competent jurisdiction enjoining Purchaser from breaching said agreement. Seller may, in addition to obtaining injunctive relief, pursue any other remedy. All costs and expenses, including reasonable attorneys' fees, incurred by Seller in connection with a breach of said agreement by the Purchaser shall be borne by the Purchaser.

- 5. The Purchaser will pay all closing costs, including but not limited to, the escrow fee, conveyance taxes, all acknowledgment fees, all recording costs, charges for Purchaser's credit report, costs for drafting of the mortgage and notes, and any assignment thereof, and costs of any title insurance. All applicable mortgage costs shall be paid by Purchaser, and Purchaser shall pay two (2) months prepaid lease rent, one (1) month's estimated maintenance fee, plus the nonrefundable start-up charge for working capital for the operations of the Project. Real property taxes, lease rent, maintenance costs and other prorations shall be made, and risk of loss shall transfer from  $% \left( 1\right) =\left( 1\right) +\left( 1\right) +\left($ Seller to Purchaser on the date of final closing as defined in the specimen Reservation And Sales Contract. Purchaser shall execute all documents necessary for closing and deposit with escrow all funds other than proceeds of Purchaser's first mortgage loan within five (5) days after receiving notice to pre-close.
- 6. The Purchaser agrees to subordinate his interest under the Reservation And Sales Contract and in and to the Apartment to the lien of any construction mortgage made by the Seller to finance the cost of the development and construction of the Project and Purchaser further agrees that the Seller may assign Seller's rights under the Reservation And Sales Contract to the holder of such construction mortgage as security for the repayment of advances made under such construction mortgage.

Among other provisions, the Escrow Agreement provides that the escrow shall deposit any or all funds received and held in escrow in federally-insured savings and loan institutions or federally-insured banking institutions designated by Seller or may use such funds for the purchase of Federal time certificates. Any and all interest earned on such funds during the holding thereof shall accrue to the credit of the Seller in accordance with the agreement and instructions contained in the sales contracts.

It is incumbent upon the prospective purchaser that he read with care the Reservation And Sales Contract and executed Escrow Agreement. The latter Agreement establishes how the proceeds from the sale of condominium units are placed in trust as well as the retention and disbursement of said funds.

MANAGEMENT AND OPERATIONS: The Bylaws of the Association of Owners vest the Board of Directors with the powers and duties necessary for the administration of the affairs of the Project. The Developer anticipates appointing Aaron M. Chaney, Inc., as the initial Managing Agent.

FINANCING OF PROJECT: Developer has advised the Commission that it intends to finance the Project costs, including payment of lease premiums, by means of an interim construction loan, equity funds, and to the extent permitted by law and after meeting all statutory requirements, purchasers' funds. The Developer has advised the Commission that negotiations are presently being conducted with a lending institution for the necessary construction and permanent financing, but that no commitments have been obtained as yet.

STATUS OF PROJECT: The Developer has advised the Commission that the preparation of the building plans of the Project is now in progress.

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The purchaser or prospective purchaser should be cognizant of the fact that this Public Report represents information disclosed by the Developer in the required Notice of Intention submitted March 19, 1979, and information subsequently filed as of April 23, 1979.

THIS PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1104 filed with the Commission on March 19, 1979.

The report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.

AH KAU YOUNG, Chairman REAL ESTATE COMMISSION STATE OF HAWAII

#### Distribution:

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

REGISTRATION NO. 1104

DATED: April 24, 1979

## REGENCY PARK

## PARKING STALL ASSIGNMENTS

Apt. No.	Parking Stall No.	Apt. No.	Parking Stall No.
109	166	324	288
110	259	325	11
111	159	326	23
112	243	327	199
113	165	328	295
114	260	329	178
115	158	330	296
116	242	331	22
117	121	332	21
118	315	333	297
130	289	334	195
132	1	335	47
134 136	198 15	336	45
209	261	401 402	184 326
210	310	407	190
211	241	408	325
212	262	409	183
213	240	410	311
214	239	411	191
215	238	412	192
216	306	413	193
217	301	414	194
218	316	415	182
220	283	416	324
222	27	417	317
224	284	418	200
226	26	419	177
228	285 286	420	298
230 231	46	421 422	20 29
232	25	423	299
232	128	424	196
234	287	425	30
235	10	426	31
236	34	427	175
301	309	428	303
302	266	429	176
307	187	430	314
308	265	431	32
309	186	432	33
310	305	433	302
311 312	188 264	434	197
313	185	435 436	14 13
314	263	501	181
315	189	502	312
316	327	503	323
317	300	504	180
318	318	505	304
319	387	506	179
320	294	507	162
321	12	508	313
322	24	509	161
323	127	510	322

Apt. No.	Parking Stall No.	Apt. No.	Parking Stall No.
511	321	632	40
512	163	633	210
513	320	634	383
514	160	635	17
515	164	636	16
516	319	701	153
517	201	702	219
518	202	703	220
519	395	704	171
520	209	705	237
521	2	706	152
522	3	707	172
523	214	708	236
524	378	709	151
525	4	710	235
526	9	711	234
527	379	712	174
528	223	713	221
529	380	714	173
530	213	715	150
531	8	716	216
532	7	717	123
533	224	718	134
534	381	719	384
535	19	720	227
536	18	721	39
601	157	722	42
602	203	723	130
603	204	724	385
604	167	725	43
605	205	726	44
606	156	727	386
607	168	728	129
608	206	801	149
609	155	802	215
610	207	803	222
611	208	804	148
612	169	805	233
613	217	806	396
614 615	154 170	807	397
616	218	808	232
617	124	809 810	398
618	133	811	231 230
619	394	812	415
620	212	813	229
621	35	814	414
622	36	815	413
623	225	816	228
624	382	817	122
625	37	818	135
626	38	901	412
627	393	902	110
628	211	903	147
629	392	904	399
630	226	905	111
631	41	906	411

Apt. No.	Parking Stall No.	Apt. No.	Parking Stall No.
907 908 909 910 911 912 913 914 915 916 917 918 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1117	400 146 410 145 112 401 126 409 408 131 136 120 407 144 113 406 143 391 402 114 390 125 132 403 115 389 404 142 137 28 388 141 116 405 117 290 291 140 292 118 139 293 138 307 308 119 6		5, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 445, 446, 447, 448, 449, 450, 451, 452, 453, 464, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502,

Apt. No.	Park	ing S	tall 1	<u> 10</u> .
1118	503, 516, 520, 528, 532, 532, 544, 544, 552, 565, 573,	509, 517, 521, 5229, 533, 541, 545, 566, 570, 574,	510, 518, 518, 522, 530, 534, 542, 559, 567, 571, 575,	511, 519, 523, 5231, 5315, 535, 5437, 564, 564, 564,

NOTE: THE DEVELOPER ADVISES THAT IT INTENDS TO SELL TO OTHER APARTMENT OWNERS ALL BUT ONE OR TWO OF THE STALLS INITIALLY APPURTENANT TO APT. NO. 1118. THE COST OF MAINTAINING PARKING STALLS AS WELL AS ALL OTHER LIMITED COMMON ELEMENTS SHALL BE APPORTIONED AND CHARGED AS SET FORTH UNDER PARAGRAPH J (COMMON EXPENSES) OF THE PROPOSED DECLARATION.