

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

STATE OF HAWAII

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

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

CROSSPOINTE, INCREMENT D
Kahuapaani Street
Halawa, Ewa District, Hawaii

Registration No. 1636

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: November 8, 1984
Expires: December 8, 1985

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED SEPTEMBER 21, 1984, AND INFORMATION SUBSEQUENTLY FILED AS OF NOVEMBER 1, 1984. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION ON THE PROJECT IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIME LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. CROSSPOINTE, INCREMENT D is a proposed leasehold condominium project consisting of a total of forty-eight (48) residential apartment units in six (6) buildings plus two parking apartments containing a total of 72 stalls (eight (8) of which are for compact cars and seven (7) of which are for visitors).

2. The developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and issuance of this Preliminary Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of Association of Apartment Owners and approved floor plans) for the Project have not been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.
4. Advertising and promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to the Horizontal Property Regime.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, November 8, 1984, unless a Supplementary or Final Public Report is issued, or the Commission, upon review of the registration, issues an order extending the effective period of this Report.
7. This Preliminary Public Report is made a part of the registration of the CROSSPOINTE, INCREMENT D condominium project. The Developer has the responsibility of placing a true copy of this Preliminary Public Report (yellow paper stock) and attached Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.

NAME OF PROJECT: CROSSPOINTE, INCREMENT D

LOCATION: The Project is located on a portion of that certain parcel of land at Kahuapaani Street, Honolulu, State of Hawaii, containing approximately 2.217 acres comprising a portion of Lot 296, as shown on Map 152 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 966 (amended).

TAX KEY: First Division, 9-9-02-por.16.

ZONING: A-1 (apartment)

DEVELOPER: Gentry-Halawa Park, a Hawaii registered limited partnership, whose principal place of business and post office address is at 94-539 Puahi Street, Waipahu, Hawaii 96797. The general partner of Gentry-Halawa Park is Halawa Park Development, Ltd., a Hawaii corporation, whose principal place of business and post office address 94-539 Puahi Street, Waipahu, Hawaii 96797 (Telephone: 641-6411). The officers and directors of Halawa Park Development, Ltd. are as follows:

Thomas Henry Gentry, President and Director
Joseph J. Ramia, Vice President and Director
A. J. Fadrowsky, III, Vice President and Director
Harry D. Huffman, Treasurer and Asst. Secretary
Harvey Jay Migdal, Secretary and Director

ATTORNEY REPRESENTING DEVELOPER: Harvey Jay Migdal, 94-539 Puahi Street, Waipahu, Hawaii 96797, Telephone No. 671-6411.

DESCRIPTION OF PROJECT: The proposed Declaration of Horizontal Property Regime describes the Project as follows:

A. Description of Buildings. The Project shall consist of six (6) one and two-story buildings with no basements designated as Buildings 29, 30, 31, 32, 33 and 34 (hereinafter referred to as the "Residential Buildings"). The construction of the six Residential Buildings will be wood frame on concrete slab foundations with interior walls constructed of wood studding and gypsum board, exterior walls covered with composition siding and roofs constructed of plywood and asphalt shingles. Residential building 31 will be two stories in height and shall contain twelve (12) apartments; Building 30 will be one story in height and shall contain four (4) apartments; and Buildings 29, 32, 33 and 34 will be two stories in height and shall each contain eight (8) apartments, all as more fully described in the proposed Declaration of Horizontal Property Regime for the Project and as shown on the proposed Condominium Map.

B. Description of Apartments.

(1) Residential Apartments. Freehold estates are hereby established within the perimeter and party walls, floors and ceilings of each of the forty-eight (48) residential apartments distributed among the six (6) Residential Buildings of the Project, as shown on the proposed Condominium Map and as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

(2) Parking Apartments. Two separate freehold estates consisting of the two on-grade parking areas, access driveways and turnaround areas, as shown on the proposed Condominium Map, are also established and are designated Parking Apartment No. 1 and Parking Apartment No. 2.

(3) Residential Apartment Numbers and Locations. The residential apartments are numbered and located as shown on the proposed Condominium Map, with apartment designations in each Residential Building being composed of the respective building number followed by an alphabetic designation. Whether a particular Residential Building is one or two stories, the apartment designation sequence always begins with apartments located on the first floor. Beginning with the apartment designated by the number and letter combination of the building number followed by the letter "A" and progressing in a counterclockwise direction, first floor apartments in a particular Residential Building are consecutively designated by changing the letter designation in alphabetic order. The designation sequence for second story apartments begins with the apartment located directly over apartment "A" on the first floor and always begins with the alphabetic designation "R." Thus, for example, Building 32 is numbered as follows: Starting at the southwesterly corner of the first floor with Apartment 32-A and progressing counterclockwise to 32-B, 32-C and 32-D, all on the first floor of the building. On the second floor of the building, the apartment designations begin with 32-R in the southwesterly corner progressing around counterclockwise to 32-U so that Apartment 32-R is directly over 32-A, Apartment 32-S is directly over 32-B, Apartment 32-T is directly over 32-C and Apartment 32-U is directly over 32-D.

(4) Layout and Area of Individual Residential Apartments. As shown on the proposed Condominium Map, there are seven (7)

residential apartment unit types: Type 414, Type 484, Type 485, Type 547, Type 716, Type 717 and Type 810. Type 414 is a studio apartment; Type 484 is a one-bedroom, one-bath apartment; Type 485 is a one-bedroom, one-bath apartment; Type 547 is a one-bedroom, one-bath apartment; Type 716 is a two-bedroom, one-bath apartment; Type 717 is a two-bedroom, one-bath apartment; and Type 810 is a two bedroom, two-bath apartment. The Apartment Number, Unit Type, Net Living Area and Lanai area for each of the residential apartments are as set forth in Exhibit "A" attached hereto.

(5) Limits of Residential Apartments. The proposed Declaration states that each residential apartment shall be deemed to include all the walls and partitions within its perimeter or party walls which are not load bearing, the inner decorated or finished surfaces of all walls, floors and ceilings, any doors, door frames, windows and window frames along the perimeters, the airspace within the perimeters, and all the fixtures and appliances originally installed in the apartment. The respective apartments shall not be deemed to include the perimeter or party walls or the undecorated or unfinished surfaces thereof; the exterior surfaces of all doors, door frames, windows and window frames; the interior load-bearing walls; awnings (if any); the undecorated or unfinished surfaces of the floors and ceilings surrounding each apartment; any pipes, wires, conduits or other utility or service lines which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided.

(6) Limits of Parking Apartments. The proposed Declaration states that each Parking Apartment shall be deemed to include all of the areas designated as "Parking Apartment No. 1" and "Parking Apartment No. 2," respectively, on the Condominium Map, including all access driveways, turnaround areas, curbs and all other structures and improvements located therein or thereon, as shown on the Condominium Map.

(7) Access to Common Elements. Each first story residential apartment has access to the grounds of the Project through a private courtyard and each second story apartment has access to the grounds of the Project by means of a separate exterior lanai and stairway.

Should the descriptions and divisions of the buildings and apartments set forth in the Declaration conflict with the locations, descriptions and divisions of same as shown on the Condominium Map, the Condominium Map shall control. It is expressly provided, however, that the Condominium Map is intended only to show the approximate layout, location, and dimensions of the apartments and the apartment numbers and the approximate locations and the elevations of the buildings and is not intended and shall not be deemed to contain or constitute any representation or warranty as to such matters.

PARKING APARTMENTS AND PARKING STALLS.

(1) Division of the Parking Apartments.

(a) As shown on the proposed Condominium Map, there are delineated within the boundaries of Parking Apartment No. 1 thirty-two (32) separate parking stalls which are numbered 1 - 32. Parking stalls 25 - 32 are designated as compact parking stalls.

(b) As shown on the Condominium Map, there are delineated within the boundaries of Parking Apartment No. 2 forty (40) separate parking stalls which are numbered 57 - 96.

(2) Easements of Use of Parking Stalls. The proposed Declaration provides that each residential apartment in the Project shall have reserved as appurtenant thereto the exclusive right in the nature of an easement to use one or more parking stalls in the parking apartment. The parking stall easements shall have a permanent character, subject only to such conditions, limitations, restrictions and reservations of right and use as are set forth in the proposed Declaration. The initial assignments of parking stalls, the exclusive use of which are reserved as appurtenant to the respective residential apartments in the Project, shall be as set forth in Exhibit "A" attached hereto. Easement rights to the seventeen (17) unassigned, non-visitor parking stalls are presently available for purchase from the Developer.

(3) Visitor Parking Stalls. Parking stalls 25, 26 and 27, in Parking Apartment No. 1 and parking stalls 73, 74, 75 and 76 in Parking Apartment No. 2 are reserved as visitor parking stalls for the non-exclusive use of all owners of residential apartments in the Project, their tenants, employees, invitees and guests.

(4) Conveyance of Apartments to Community Association. The Developer has indicated that it will later convey the two parking apartments to the Crosspointe Community Association mentioned on page 7 of this report and that the Association will maintain the apartments.

COMMON ELEMENTS. The proposed Declaration states that one freehold estate is designated in all of the remaining portions of the Project (called the "common elements"), including specifically, but not limited to:

- (1) The land on which the Project is situate;
- (2) All structural components, such as foundations, girders, beams, supports, main walls, roofs, entrances, exits, floor slabs, unfinished perimeter, party and load-bearing walls of said residential buildings;
- (3) All yards, grounds, walkways and landscaping areas;
- (4) Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central appurtenant transmission facilities and installations over, under or across the Project which serve more than one apartment for services such as power, light, gas, hot water, cold water, sewage, telephone, radio and television signal distribution, if any;
- (5) Any apparatus and installations existing for common use, such as tanks, pumps, motors, fans, compressors, ducts, vents and other such installations and apparatus;
- (6) All other parts of the Project necessary or convenient to its existence, maintenance and safety or normally in common use.

LIMITED COMMON ELEMENTS. The proposed Declaration sets aside certain parts of the common elements, called "limited common elements", to be reserved for the exclusive use of certain apartments, and such apartment shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

- (1) Each residential apartment shall have for its exclusive use the mailbox bearing the same designation as such apartment;

(2) Each ground floor residential apartment shall have for its exclusive use and enjoyment the fenced yard area which adjoins it;

(3) Each second floor residential apartment shall have for its exclusive use and enjoyment the lanai immediately adjacent to such apartment;

(4) The exterior stairways and railings which serve the various second story residential apartments and the fences which surround the fenced courtyard areas and serve the first story residential apartments shall be limited common elements respectively appurtenant to and for the exclusive use of the apartment which they serve.

(5) All other common elements of the Project which are rationally related to less than all of such residential apartments shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASER. The apartment shall be conveyed to the purchaser by means of an apartment lease which conveys a leasehold interest in the apartment and its appurtenant undivided percentage interest in the common elements. The percentage interest appurtenant to each apartment is set forth in Exhibit "A" attached hereto and shall be the same proportionate share in all common profits and expenses of the Project, including voting, except that the owner of the Parking Apartments shall not have any right to vote in the affairs of the Association of Apartment Owners for the project. Each purchaser of an apartment will be issued an Apartment Lease by the Trustees of The Queen Emma Foundation ("Lessor").

PURPOSES OF AND RESTRICTIONS ON USE OF BUILDINGS AND INDIVIDUAL APARTMENTS: The purposes for which said residential buildings and other improvements and each of the apartments, other than the parking apartments, are intended and the restrictions as to their use are as follows:

1. An apartment shall be occupied and used only for residential purposes.

2. The residential apartments in the Project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license," "travel club membership" or "time-interval ownership" arrangement.

NOTE: Purchasers and prospective purchasers of apartments are specifically informed that all apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the Project, shall be bound by and strictly comply with the provisions of the Declaration of Horizontal Property Regime, the By-Laws of the Association, and all agreements, decisions and determinations of the Association (including the House Rules for the Project). Purchasers and prospective purchasers are therefore advised to read and fully understand the proposed Declaration of Horizontal Property Regime and By-Laws of the Association of Apartment Owners, and the House Rules prior to executing any Sales Contract for the Project.

EASEMENTS: The proposed Declaration of Horizontal Property Regime provides that the owners of apartments shall have the following easements:

1. Non-exclusive rights of access and use in and of all areas and facilities of the parking apartments, including the parking stalls set aside and reserved as visitor parking stalls, but excepting the parking stalls designated as private parking stalls, the exclusive use of which has been reserved as appurtenant to the residential apartments.

2. The apartment owners shall have a non-exclusive easement shared with all members of the Crosspointe Community Association to use those certain common areas of the Crosspointe Community Area as such areas shall be established from time to time pursuant to Article IX of the Master Declaration of Covenants, Conditions and Restrictions for Crosspointe, subject to those certain specific uses and restrictions set forth in Section 9.03 of said Master Declaration.

RESTRICTIVE COVENANTS; PHASING OF DEVELOPMENT AND MERGER OF INCREMENTS:

The Developer intends to place on record a Master Declaration of Covenants, Conditions and Restrictions for Crosspointe (referred to herein as the "Master Declaration"), which will affect the Project and all other residential projects and common areas which are planned to be developed on approximately twenty-two (22) acres of additional property and which together will be known as the CROSSPOINTE COMMUNITY AREA.

The proposed Master Declaration provides, among other things, that each purchaser will automatically become a member of the Crosspointe Community Association, which Association will be primarily responsible for the management, maintenance, protection, preservation, architectural control and development of the common areas of the Crosspointe Community Area, but which will also provide water, sewer, general maintenance and administrative services to all residential projects to be developed in the Crosspointe Community Area.

The proposed Master Declaration and the Declaration of Horizontal Property Regime also provide that any two or more of the condominium projects in the Crosspointe Community Area may be administratively merged such that the use of the respective common elements, the respective common expenses and the management of the respective affairs of the projects so merged will be shared, and such that the administration of the merged projects will be unified under one association of apartment owners. In the event of an administrative merger of projects, the ownership interests of the apartment owners in the respective condominium projects (including appurtenant common interests) will not be altered or affected.

Prospective purchasers are advised to carefully examine the proposed Master Declaration of Covenants, Conditions and Restrictions for Crosspointe, copies of which are available for inspection at the sales office of Developer and copies of which are filed with the Real Estate Commission, so that they may familiarize themselves with this Project, and what restrictions and obligations will apply to all purchasers in each project.

OWNERSHIP OF TITLE: A Preliminary Title Report issued October 12, 1984, by Security Title Corporation reports that title to the land is vested in THE QUEEN EMMA FOUNDATION, a Hawaii eleemosynary corporation. The Developer has filed with the Commission a Memorandum of Agreement dated June 25, 1984, signed by the various

parties having an interest in the property setting forth the Developer's right to enter into a lease with The Queen Emma Foundation upon certain conditions being met.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report issued by Security Title Corporation reflects that the land is subject to the following encumbrances:

A. Real Property Taxes as may be due and owing; reference is made to the Office of the Finance Director, City and County of Honolulu.

B. Designation of Easement 6, as shown on Map 14, as set forth by Land Court Order No. 3639, filed August 8, 1939.

C. Designation of Easement 215, as shown on Map 93, as set forth by Land Court Order No. 27104, filed May 31, 1967.

D. Grant dated June 14, 1967, filed in said Office of the Assistant Registrar as Document No. 430007, in favor of The City and County of Honolulu, across Easement 215, to discharge storm waters etc. Consent thereto filed as Document No. 430008.

E. Restriction of access rights, as shown on Map 139, as set forth by Land Court Order No. 49042, filed December 20, 1977.

F. Abutter's rights of vehicle access in favor of the State of Hawaii, as set forth by Final Order of Condemnation dated June 4, 1974, filed in said Office of the Assistant Registrar as Document No. 688927, under Civil No. 31504; as amended by instrument dated December 26, 1974, filed in said Office of the Assistant Registrar as Document No. 711816.

G. Designation of Restriction of Access Rights affecting Lot 296, as shown on Map 174, as set forth by Land Court Order No. 63270, filed July 21, 1982.

H. Unilateral Agreement and Declaration of Conditional Zoning dated October 19, 1982, recorded in the Bureau of Conveyances of the State of Hawaii in Book 16649 Page 107. (Not noted on Transfer Certificate of Title No. 220,615)

I. Conditions and agreements contained in that certain "Agreement for Issuance of Special Use Permit Under Section 21-2.71, Revised Ordinances of Honolulu, 1978, as Amended," dated August 22, 1984, filed in said Office of the Assistant Registrar as Document No. 1254140.

NOTE: The Developer also proposes to record the Master Declaration of Covenants, Conditions and Restrictions for the Crosspointe Community Area discussed on Page 7 of this Report.

PURCHASE MONEY HANDLING: A copy of the Specimen Sales Contract and the executed Escrow Agreement dated June 26, 1984, with Security Title Corporation have been submitted to the Commission as a part of this registration. Upon examination, the Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended. It is incumbent upon the prospective purchasers that they read with care the Condominium Reservation and Sales Agreement as well as the executed Escrow Agreement since they establish procedures for receiving and disbursing purchaser's funds.

The Escrow Agreement provides that a purchaser shall be entitled to a refund of his funds if one of the following occurs:

- (a) the Developer asks Escrow to refund the purchaser's funds;
- (b) the Developer notifies Escrow of Developer's exercise of option to rescind the Reservation and Sales Agreement;
- (c) the conditions provided in Sections 514A-62 or 514A-63 of the Horizontal Property Act, as amended, have been met and written notice thereof has been provided to the Developer.

In addition, the specimen Condominium Reservation and Sales Agreement provides, in part, that:

A. A purchaser may elect to cancel his contract to purchase a unit by giving written notice of such election to Developer at any time prior to the earlier of (1) the conveyance of the apartment to the Purchaser; or (2) midnight of the thirtieth (30th) day following the date of delivery of the final public report to the Purchaser. Upon such cancellation, purchaser shall be entitled to a prompt and full refund of all monies paid, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

B. The seller may cancel the Reservation and Sales Agreement and hold the purchaser in default if any material discrepancies are discovered between the financial information furnished by the purchaser and the purchaser's actual financial status. Seller may also cancel if the purchaser's application or eligibility for a mortgage loan is rejected or not given unqualified approval within sixty (60) days after application.

C. The seller's mortgage loan (interim, renewals and extensions used for acquiring the land, constructing the Project, and associated costs) shall be and remain at all times a lien prior to and superior to any and all other liens or charges on the Project, and purchasers intentionally waive, relinquish and subordinate the priority or superiority of any lien or other legal or equitable interest they may have under the Reservation and Sales Agreement in favor of the lien or charge on the Project of the security interest of the lender.

D. The purchaser will pay the following closing costs: (1) one-half of all escrow fees; (2) acknowledgment fees for purchaser; (3) appraisal fees; (4) recording fees; (5) fees for purchaser's credit report; (6) costs for drafting of the mortgage and note and any assignment thereof; and (7) costs of any title insurance. All applicable mortgage costs shall be paid by purchaser, and purchaser shall pay the nonrefundable start-up fee for commencement of the operations of the Project by the Managing Agent and the Association of Apartments Owners.

MANAGEMENT AND OPERATIONS. The proposed By-Laws of the Association of Apartment Owners provide that the operation of the project shall be conducted for the Association by a responsible Managing Agent who shall be appointed by the Association. The Developer intends to designate Chaney, Brooks & Company as its initial Managing Agent.

STATUS OF THE PROJECT. Construction of the Project has not yet commenced; however, the Developer reports that barring unforeseen

delays, construction of the Project will commence in November, 1984, and will be completed in April, 1985.

The purchaser or prospective purchaser should be cognizant of the fact that this published Preliminary Public Report represents information disclosed by the Developer in the Notice of Intention submitted on September 21, 1984, and information subsequently filed as of November 1, 1984.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1636 filed with the Commission on September 21, 1984.

This Report, when reproduced, shall be a true copy of the Commission's Public Report. Paper stock must be yellow in color.



G. A. "RED" MORRIS, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

DISTRIBUTION:

Department of Finance, City and County of Honolulu
Office of the Assistant Registrar of the Land Court
Planning Department, City and County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1636

November 8, 1984

EXHIBIT "A"

<u>Bldg. and Apt.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai/ Courtyard Area</u>	<u>Initial Parking Stall Assignment</u>
29-A	717	717	290	7
29-B	716	716	250	6
29-C	717	717	290	4
29-D	716	716	250	9
29-R	717	717	72	8
29-S	716	716	52	5
29-T	717	717	72	3
29-U	716	716	52	10
30-A	810	810	245	2
30-B	547	547	250	1
30-C	717	717	290	24
30-D	716	716	250	23
31-A	414	414	135	67
31-B	485	485	225	68
31-C	484	484	225	70
31-D	414	414	135	72
31-E	485	485	225	60
31-F	484	484	225	62
31-R	414	414	50	66
31-S	485	485	55	69
31-T	484	484	50	71
31-U	414	414	50	58
31-V	485	485	55	59
31-W	484	484	50	61
32-A	717	717	290	57
32-B	716	716	250	95
32-C	717	717	290	92
32-D	716	716	250	63
32-R	717	717	72	94
32-S	716	716	52	96
32-T	717	717	72	91
32-U	716	716	52	93
33-A	717	717	290	82
33-B	716	716	250	89
33-C	717	717	290	88
33-D	716	716	250	81
33-R	717	717	72	84
33-S	716	716	52	90
33-T	717	717	72	87
33-U	716	716	52	83
34-A	810	810	245	19
34-B	547	547	250	20
34-C	547	547	250	16
34-D	810	810	245	15
34-R	810	810	80	22
34-S	547	547	90	21
34-T	547	547	90	18
34-U	810	810	80	17

DESCRIPTION OF APARTMENT TYPES:

Type 414 (Studio) (414 sq. ft.)

Studio apartment containing a separate kitchen and bathroom and a living room/dining room combined with a sleeping area. All Type 414 apartments contain 414 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element courtyard of 135 square feet enclosed with a privacy fence and second story apartments have a limited common element lanai of 50 square feet.

Type 484 (1 Bedroom/1 Bath) (484 sq. ft.)

One bedroom, one bath apartment containing a living room/dining room, kitchen, bathroom and one bedroom. All Type 484 apartments contain 484 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element courtyard of 225 square feet enclosed with a privacy fence and second story apartments have a limited common element lanai of 50 square feet.

Type 485 (1 Bedroom/1 Bath) (485 sq. ft.)

One Bedroom, one bath apartment containing a living room/dining room, kitchen, bathroom and one bedroom. All Type 485 apartments contain 485 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element courtyard of 225 square feet enclosed with a privacy fence and second story apartments have a limited common element lanai of 55 square feet.

Type 547 (1 Bedroom/1 Bath) (547 sq. ft.)

One bedroom, one bath apartment containing a living room/dining room, kitchen, bathroom and one bedroom. All Type 547 apartments contain 547 square feet of NET LIVING AREA and, additionally, a limited common element courtyard of 250 square feet enclosed with a privacy fence.

Type 716 (2 Bedroom/1 Bath) (716 sq. ft.)

Two bedroom, one bath apartment containing a living room/dining room, kitchen, bathroom and two bedrooms. All Type 716 apartments contain 716 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element courtyard of 250 square feet enclosed with a privacy fence and second story apartments have a limited common element lanai of 52 square feet.

Type 717 (2 Bedroom/1 Bath) (717 sq. ft.)

Two bedroom, one bath apartment containing a living room/dining room, kitchen, bathroom and two bedrooms. All Type 717 apartments contain 717 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element courtyard of 290 square feet enclosed with a privacy fence and second story apartments have a limited common element lanai of 72 square feet.

Type 810 (2 Bedroom/2 Bath) (810 sq. ft.)

Two bedroom, two bath apartment containing a living room/dining room, kitchen, two bathrooms and two bedrooms. All Type 810 apartments contain 810 square feet of NET LIVING AREA. In addition, first story apartments have a limited common element courtyard of 245 square feet enclosed with a privacy fence and second story apartments have a limited common element lanai of 80 square feet.

SCHEDULE OF COMMON INTERESTS

<u>Model</u>	<u>Percentage Common Interest</u>		<u>Number in Project</u>	<u>Total Percentage of Common Interest</u>
414	1.33	x	4	5.32
484	1.55	x	4	6.20
485	1.56	x	4	6.24
547	1.76	x	5	8.80
716	2.32	x	13	30.16
717	2.32	x	13	30.16
810	2.62	x	5	13.10
Pkg. Apt. 1	.01	x	1	.01
Pkg. Apt. 2	.01	x	1	.01
				<u>100.00%</u>

As nearly as practicable, the percentage of common interest for each residential apartment is determined by calculating what percentage of the total interior net floor area of all of the residential apartments is represented by the net floor area of the particular apartment and multiplying the percentage thus obtained by one hundred percent (100%). A nominal percentage common interest has been assigned to each parking apartment to meet the requirements of the Horizontal Property Act, Chapter 514A-13, Hawaii Revised Statutes, that each apartment have appurtenant thereto a common interest.