

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer KC RAINBOW DEVELOPMENT CO. LLC
Address 615 Piikoi Street, Suite 1111, Honolulu, HI 96814

Project Name (\*): MOANA PACIFIC
Address: Between Pensacola, Piikoi and Kamaile Streets, and Kapiolani Boulevard, Honolulu, Hawaii

Registration No. 5265 Effective date: January 21, 2004
Expiration date: February 21, 2005

Preparation of this Report:

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

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

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

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

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

Type of Report:

- X PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
SUPPLEMENTARY: (pink) This report updates information contained in the:
And [ ] Supersedes all prior public reports

(\* ) Exactly as named in the Declaration
This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.
FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203

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

Required and attached to this report       Not Required - disclosures covered in this report.

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

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

No prior reports have been issued by the developer.

Changes made are as follows:

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### **General Information On Condominiums**

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

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

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

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

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

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

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

### **Operation of the Condominium Project**

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

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

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

**I. PERSONS CONNECTED WITH THE PROJECT**

Developer: KC Rainbow Development Co. LLC Phone: (808) 597-1088  
Name\* (Business)  
615 Piikoi Street, Suite 1111  
Business Address  
Honolulu, Hawaii 96814

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

The sole member of KC Rainbow Development Co. LLC is KC Rainbow Development Corporation, a Delaware corporation. The manager of KC Rainbow Development Co. LLC is Fred Chan.

Real Estate Broker\*: Coldwell Banker Pacific Properties, Ltd. Phone: (808) 593-6485  
Name (Business)  
1314 South King Street, 2<sup>nd</sup> Floor  
Business Address  
Honolulu, Hawaii 96814

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

General Contractor\*: (TO BE DETERMINED) Phone: ( )  
Name (Business)  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Condominium Managing Agent\*: Hawaiiana Management Company, Ltd. (Proposed: Not yet under contract.) Phone: (808) 593-9100  
Name (Business)  
711 Kapiolani Boulevard, Ste. 700  
Business Address  
Honolulu, Hawaii 96813

Attorney for Developer: Brooks Tom Porter & Quitiquit, LLP Phone: (808) 526-3011  
Name (Business)  
841 Bishop Street, Suite 2125  
Business Address  
Honolulu, Hawaii 96813  
Attn: Edward R. Brooks, Esq., and Jeffrey D. Watts, Esq.

\* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

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

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

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

The Declaration for this condominium is:

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

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

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

The Condominium Map for this condominium project is:

- Proposed  
 Recorded - Bureau of Conveyances Condo Map No. \_\_\_\_\_  
 Filed - Land Court Condo Map No. \_\_\_\_\_

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

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

The Bylaws for this condominium are:

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

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

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

The House Rules for this condominium are:

Proposed             Adopted             Developer does not plan to adopt House Rules

**E. Changes to Condominium Documents**

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

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

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	_____	Majority of Board

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

2. Developer:

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

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

Under paragraph 23 of the Declaration, the Developer has reserved the right to amend the Declaration and the Condominium Map to withdraw land and/or apartments from the Project, to change the common interests and/or to reconfigure the Project and/or to merge the Project with another condominium. These reservations are disclosed in Exhibit G attached hereto. Notwithstanding the lease, sale or conveyance of any of the Apartments, the Developer may amend the Declaration and the Condominium Map to file the "as-built" verified statement required by Section 514A-12 of the Act. For so long as the Developer retains any interest in an Apartment in the Project, the Developer shall have the right (but not the obligation) to amend the Declaration and the Bylaws (and the Condominium Map, if appropriate) without the consent or joinder of any Apartment Owner, lienholder or other person or entity, for the purpose of meeting any requirement imposed by (i) any applicable law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Apartments, (iv) any institutional lender lending funds on the security of the Project or any of the Apartments, or (v) any other governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no amendment which would change the common interest appurtenant to an Apartment or substantially change the design, location or size of an Apartment shall be made without the consent of all persons having an interest in such Apartment, except as otherwise provided in paragraph 23 of the Declaration. Prior to the election of the first Board of Directors, the Developer may amend the Rules and Regulations in any manner without the joinder, consent or approval of any other party.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.

Leasehold or Subleasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

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

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

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s) \_\_\_\_\_

Lease Rent Payable:      Monthly                                      Quarterly  
                                   Semi-Annually                                      Annually

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

For Subleaseholds:

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

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

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

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

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

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s) \_\_\_\_\_

Lease Rent Payable:      Monthly                                      Quarterly  
                                   Semi-Annually                                      Annually

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

Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

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

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

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

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

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

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

**B. Underlying Land:**

Address: Between Pensacola, Piikoi and Kamaile Streets,  
and Kapiolani Boulevard, Honolulu, Hawaii

Tax Map Keys (TMK): (1) 2-3-10-28

Address  TMK is expected to change because street number will be assigned when building permit is issued. TMK may change when land is consolidated and resubdivided (see page 20)

Land Area: approx. 225,602\*  square feet  acre(s) Zoning: The Project is within the Kakaako

\*Prior to issuance of a final public report for the Project, the area of the Project's land will be reduced by approximately 5,000 to 10,000 square feet upon consolidation and resubdivision of the Project's land with the "Adjacent Land" described in section V.C.3(a) of this public report and in paragraph 17 of the Declaration. See page 20 of this public report for further disclosures about the proposed consolidation and resubdivision.

Community Development District and is under the jurisdiction of the Hawaii Community Development Authority ("HCDA"). The Project is classified "MUZ-R" (mixed use - residential) under the HCDA's Mauka Area Rules.

\*Fee Owner: EVERSHINE X, a California limited partnership  
 Name  
19770 Stevens Creek Boulevard  
 Address  
Cupertino, California 95014

\*NOTE: Prior to recordation of the Declaration and issuance of a final public report for the Project, the Fee Owner intends to transfer fee simple title to the Project's land to the Developer, as evidenced by that certain intent to transfer letter dated November 25, 2003, signed by the Fee Owner and submitted to the Real Estate Commission as part of the application for this preliminary public report. The intent to transfer letter is also attached to this public report as Exhibit "K".

Lessor: n/a  
 Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_

**C. Buildings and Other Improvements:**

1.  New Building(s)  Conversion of Existing Building(s)  Both New Building(s) and Conversion
2. Number of Buildings: 2 parking, 2 apartment towers Floors Per Building : 5 per parking structure,  
46 in each apartment tower

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

3. Principal Construction Material:

- Concrete  Hollow Tile  Wood
- Other steel, aluminum, glass and allied building materials

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>706</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Other (Parking):	<u>400</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Other (Storage):	<u>338</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?  
 Yes  No

5. Special Use Restrictions:

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

Pets: Dogs, cats and other generally recognized household pets permitted in Residential Apartments in reasonable numbers, with prior approval of the Board. See Rules and Regulations.

Number of Occupants: \_\_\_\_\_

Other: \_\_\_\_\_

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 8 (4 per Phase)      Stairways: 8 (4 per Phase)      Trash Chutes: 2 (1 per Phase)

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Lanai Area (sf)</u>	
PLEASE SEE EXHIBIT "A"					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 1,444 (706 Residential, 400 Parking and 338 Storage)      SEE EXHIBIT "A"

**\*For the Residential Apartments, Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. The Net Floor Area of the Parking Apartments is measured from the marked boundaries of the apartments as shown on the Condominium Map and as described in paragraphs 3.3 and 3.6 of the Declaration. The Net Floor Area of the Storage Apartments is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.**

**Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.**

Boundaries of Each Apartment:      SEE EXHIBIT "B"

Permitted Alterations to Apartments:      SEE EXHIBIT "C"

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement. Developer has elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 1,644

	<u>Regular</u>		<u>Compact</u>		<u>Handicap</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned*	<u>560</u>	<u>      </u>	<u>638</u>	<u>      </u>	<u>16</u>	<u>      </u>	<u>1,214</u>
Guest	<u>      </u>	<u>28</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>2</u>	<u>30</u>
Unassigned	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Extra for Purchase**	<u>200</u>	<u>      </u>	<u>200</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>400</u>
Other:	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
Total Covered & Open	<u>788</u>	<u>      </u>	<u>838</u>	<u>      </u>	<u>18</u>	<u>      </u>	<u>1,644</u>

\*Each residential apartment will have the exclusive use of at least 1 parking stall located in the Phase I Parking structure or Phase II parking structure. Buyers are encouraged to find out which stall(s) will be available for their use.

\*\*Each of the 400 extra stalls for purchase is a Parking Apartment. Under applicable zoning, a certain number of the Parking Apartments will be available only to the purchasers of an adjacent property.

Commercial parking garage permitted in condominium project.

Exhibit "A" contains additional information on parking stalls (and Parking Apartments) for this condominium project.

8. Recreational and Other Common Facilities (for use of owners of Residential Apartments only)

There are no recreational or common facilities.

Swimming pool       Storage Area       Recreation Area

Laundry Area       Tennis Court       Trash Chute/Enclosure(s)

Other: Fitness center; jogging paths, putting green, golf driving range, barbeque area.

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

There are no violations.       Violations will not be cured.

Violations and cost to cure are listed below.       Violations will be cured by \_\_\_\_\_  
(Date)

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

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

N/A

11. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

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

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

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

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

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

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

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

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

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

described in Exhibit "D".

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit "E".

as follows:

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

described in Exhibit "A".

as follows:

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

Exhibit "F" describes the encumbrances against the title contained in the title report dated November 10, 2003 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

[X] There are no blanket liens affecting title to the individual apartments\*.

[ ] There are blanket liens which may affect title to the individual apartments.

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

Type of Lien\*

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

**\*NOTE:** There are **currently** no blanket liens affecting title to any part of the Project. However, prior to issuance of a final public report for the Project, the Developer may obtain a construction loan and secure the loan by placing a blanket mortgage on the entire Project. This would be a blanket lien that may affect title to the individual apartments.

If the Developer places a blanket mortgage on the Project and defaults under the mortgage before the Apartment is conveyed to Buyer, the Mortgagee will have the right to decide whether to sell the Apartment to the Buyer under the Sales Contract or to terminate the Sales Contract. If the Mortgagee terminates the Sales Contract, Buyer's deposit will be refunded, less any escrow cancellation fee, and Buyer shall have no further interest under the Sales Contract.

**F. Construction Warranties:**

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

1. Building and Other Improvements:

The developer intends to require the general contractor to provide a one-year warranty, commencing upon the "Date of Completion" (as defined in section 507-43 of the Hawaii Revised Statutes, as amended), that (a) the materials and equipment furnished for construction of the project will be of good quality and new, unless the construction contract requires or permits that the materials and equipment be otherwise; and (b) the construction and services required by the construction contract (including all labor, materials and equipment to be provided by the general contractor) will be free from defects, except for defects inherent in the quality of the construction and services required or permitted by the construction contract. Without incurring any legal liability, the developer will agree to cooperate with the buyer to try to have the general contractor perform all of the general contractor's warranties. (See section F.7 of the Sales Contract.)

2. Appliances:

Appliance warranty information is not yet available because appliances have not yet been purchased. However, the developer intends to transfer to the buyer, without warranty, any manufacturer's or dealer's warranties that are transferable and cover appliances sold with the apartments.

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

The Project will be constructed in two phases. The Developer estimates that construction of Phase I will commence in or around October of 2004, and will be completed in or around October of 2006. The Developer estimates that construction of Phase II will commence in or around September of 2005 and will be completed in or around September of 2007. Completion of Phase II will constitute completion of the Project.

**H. Project Phases:**

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

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

The Project is being constructed in two phases, called herein and in the Declaration "Phase I" and "Phase II." The phasing of construction is more particularly described on page 20 of this public report.

In addition to the phasing of construction, the Developer has reserved various rights to withdraw portions of the land and apartments from the Project, to subdivide the withdrawn land, to establish a new condominium on the withdrawn land, to merge the Project with such new condominium, to change common interests appurtenant to the apartments, to amend the Project's documents and to do such other things as are necessary to achieve these ends, all as more particularly described on page 20 of this public report, and in paragraph 23 of the Declaration and Exhibits "G" and "J" attached to this public report.



## V. MISCELLANEOUS

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

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

Notice to Owner Occupants

Specimen Sales Contract

Exhibit "I" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated December 2, 2003

Exhibit "I" contains a summary of the pertinent provisions of the escrow agreement.

Other \_\_\_\_\_

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

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

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

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

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

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

- 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
- 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

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

C) One of the following has occurred:

- 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
- 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
- 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

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

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

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

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

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

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

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

This Public Report is part of Registration No. 5265 filed with the Real Estate Commission on December 18, 2003.

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**C. Additional Information Not Covered Above:**

1. **Consolidation; Resubdivision.** Prior to issuance of a final public report for the Project, the Developer plans to consolidate the Project's land with the land described in section C.3(a) below and in paragraph 17 of the Declaration as the Adjacent Land, and to resubdivide the consolidated parcel so that the boundary between the Project's land and the Adjacent Land is modified. One result of the consolidation and resubdivision will be that a portion of what is now Lot 914 will become part of the Adjacent Land, and the total area of the Project's Land (currently disclosed herein as approximately 225,602 square feet) will be reduced by approximately 5,000 to 10,000 square feet. The proposed boundaries between the Project's Land and the Adjacent Land after consolidation and resubdivision are as shown on the Condominium Map.

2. **Construction in Phases.** The Developer contemplates that the Project will be constructed in two Phases, called herein and in the Declaration "Phase I" and "Phase II." Each Phase will contain approximately one half of all of the proposed apartments, as well as approximately one half of the assigned parking stalls and recreational amenities. If the requirements for a final condominium public report for Phase I are met before such requirements are met for Phase II, the Developer may issue a final public report for Phase I only and continue marketing the apartments in Phase II under this preliminary public report. In that event, when the final public report requirements for Phase II are met, the Developer will issue a supplementary public report that will have the effect of a final public report for Phase II.

3. **Joint Development; Special Assessments.** The Project will be developed jointly with other land adjacent to the Project, as more particularly disclosed in paragraphs 17.1, 17.2, 17.3 and 17.4 of the Declaration. Also, the Project will be subject to certain governmental assessments from time to time, together with other properties in the vicinity of the Project. In particular, each prospective buyer should note the following:

(a) **Planned Development Permit; Mixed Use.** The Project will be subject to and developed in accordance with the terms of Planned Development Permit No. PD 1-03, dated December 10, 2003, approved by the Hawaii Community Development Authority ("HCDA") pursuant to Chapter 206E of the Hawaii Revised Statutes, as amended (the "Planned Development Permit"). The Planned Development Permit will affect the development of the Project and the development of those certain parcels of land adjacent to the Project and designated by Tax Map Key Nos. (1) 2-3-10-48, -50, -52, -53, -54 and -55 (the "Adjacent Land"). Current zoning for the Adjacent Land permits light industrial and other non-residential uses. By acquiring an interest in an Apartment, each Owner will be required to acknowledge and agree that the Adjacent Land may be developed for any of the purposes (including non-residential purposes) permitted by applicable zoning and that some permitted uses of the Adjacent Land may contribute to pedestrian and/or vehicular congestion and heightened levels of noise on the roadways and sidewalks and other public areas in the vicinity of the Project.

(b) **Parking Requirements; Easements.** In conjunction with the joint development of the Project and the Adjacent Land, a certain number of parking stalls at the Project will be made available for use by the owners, tenants, employees and/or customers or guests of the improvements now or hereafter constructed on and occupied or operated on the Adjacent Land. Some of the Parking Apartments located in the Phase I Parking structure (but none of the assigned limited common element parking stalls or the common element guest stalls) are intended to be used for this purpose. Accordingly, certain persons who are not residents of the Project but who are owners, tenants, employees, customers or guests of the improvements or establishments subsequently developed on the Adjacent Land will be permitted (and shall have the right, granted in the Declaration as a nonexclusive perpetual easement in favor of the Adjacent Land) to enter upon and cross over those common elements of the Project that provide vehicular ingress and egress to and from the Phase I Parking structure, to park their vehicles in the Parking Apartments set aside for their use, and to cross over and upon those common elements of the Project that are intended and designed to provide a pedestrian access route to and from the Phase I Parking structure and the Adjacent Land.

(c) **Construction Effects.** By acquiring an interest in an Apartment, each Owner, each Apartment mortgagee and any other person who acquires an interest in any Apartment will be required to acknowledge and agree that the future development of and construction of improvements on the Adjacent Land in accordance with the Planned Development Permit and applicable zoning may cause noise, dust, vibrations, traffic congestion and/or other inconveniences or nuisances related to such development and construction (the "Construction Effects"), and each Owner, Apartment mortgagee and other person acquiring an interest in an Apartment will accept the Construction Effects and waive any claims or rights of action or suits against the Developer or the Developer's successors and assigns arising from any impairment of such Owner's or other person's use and enjoyment of the Apartment or the Project, or from any inconvenience, property damage or personal injury arising directly or indirectly from the Construction Effects.

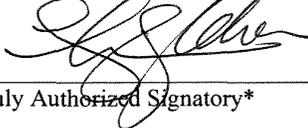
(d) **Development Agreement; Special Assessments.** In accordance with the terms of the Planned Development Permit, prior to recordation of the Declaration and issuance of a Final Public Report for the Project, the Developer and HCDA will enter into a development agreement that will be recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Development Agreement"). The terms of the Development Agreement will be incorporated into the Declaration by reference and the Project will be subject to the Development Agreement. The Development Agreement will require (among other things) that the Project shall participate (together with other properties) in the HCDA District-Wide Improvement Program for the Kakaako District, and that the Project shall be subject to assessments for the Project's pro rata share of the cost of improvements which may, in the future, be necessarily undertaken in the vicinity of the Project under HCDA or other government agency improvement programs. The Project will be assessed under the same methods and in the same manner as other properties in the area. Each Apartment Owner, by acquiring an Apartment in the Project, shall be deemed to acknowledge and agree that the Association shall have the right and the obligation to assess the individual Apartment Owners, according to the common interests appurtenant to their Apartments, for all costs and expenses that may from time to time be assessed against the Project in accordance with the terms of the Development Agreement

4. **Withdrawal of Phase II; Right to Merge.** Under paragraph 23 of the Declaration, the Developer has reserved various rights, including (but not limited to) the right to withdraw from the Project all or part of those portions of the Project's land, common elements and apartments designated as Phase II, to change the common interests appurtenant to the remaining apartments in the Project, to sell or otherwise dispose of the withdrawn property, or to establish (or cooperate in the establishment of) a new condominium property regime on the withdrawn property and subsequently to merge (or cooperate in the merger of) such new project with the Project, all without being required to obtain the consent or joinder of any person or group of persons, including the Association, any Apartment Owner or any mortgagee, lien holder, Apartment purchaser, or any other person who may have an interest in the Project or in any Apartment. The foregoing rights are more fully disclosed in Exhibit "G" attached hereto, which reproduces paragraph 23 of the Declaration. Also attached hereto as Exhibit "J" is the form of Declaration of Merger of Condominium Phases the Developer intends to record prior to recordation of the Declaration.

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

KC RAINBOW DEVELOPMENT CO. LLC, a Hawaii limited liability company

Printed Name of Developer

By:   
Duly Authorized Signatory\*

December 8, 2003

Date

Fred Chan, manager

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

*\* Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.*

Moana Pacific: PPR.1

## **DESCRIPTION OF APARTMENTS**

The Project contains Residential Apartments, Parking Apartments and Storage Apartments in Phase I and in Phase II.

The Project's Residential Apartments are divided into fourteen (14) different Types, designated herein and on the Condominium Map as Types A, B, BR, C, CR, D, DR, E, ER, PH-1, PH-1R, PH-2, PH-3 and PH-3R. The Residential Apartments are located on floors numbered 6 through 12 and 15 through 48, inclusive, of the Phase I Apartment Tower and the Phase II Apartment Tower. There are no floors numbered 13 and 14.

The numbers of the Phase I Residential Apartments are preceded in the Declaration and herein (but not on the Condominium Map) by "I-" and the numbers of the Phase II Residential Apartments are preceded herein (but not on the Condominium Map) by "II-". Except for the Type PH Apartments, for Residential Apartments whose numbers have three numerals following the roman numeral and dash, the first numeral is the number of the Apartment's Floor, and for Residential Apartments whose numbers have four numerals following the roman numeral and dash, the first two numerals are the number of the Apartment's floor. For example, Residential Apartment I-601 is a Phase I Residential Apartment located on floor number 6 in the Phase I Apartment Tower, and Residential Apartment II-2401 is a Phase II Residential Apartment located on floor number 24 of the Phase II Residential Tower.

The Type PH-1, PH-1R and PH-2 Apartments are located on floors numbered 47 of the Phase I Apartment Tower and the Phase II Apartment Tower, and the Type PH-3 and PH-3R Apartments are located on floors numbered 48 of the Phase I Apartment Tower and the Phase II Apartment Tower.

The Project's Parking Apartments are considered to be of two (2) types: "compact" and "regular." The numbers of Parking Apartments are shown in the Declaration and herein (but not on the Condominium Map) as prefixed with the letters "PA" or "LPA". The numbers of compact type Parking Apartments are followed by an asterisk. Parking Apartments whose numbers are not followed by an asterisk are regular type. Parking Apartments of the same type and with the same common interest may differ in net floor area. The Parking Apartments are located on floors numbered 1 through 5, inclusive, of the Phase I Building and the Phase II Building.

The Project's Storage Apartments are considered to be of three (3) types: those with net floor areas of 100 square feet or less, those with net floor areas of between 101 and 200 square feet, and those with net floor areas of 201 square feet or more. The numbers of Storage Apartments are shown in the Declaration, herein and on the Condominium Map as prefixed with the letter "S". Storage Apartments with the same common interest may differ in net floor area. The Storage Apartments are located on floors numbered 1 through 5, inclusive, of the Phase I Building and the Phase II Building.

### **EXHIBIT "A"**

#### **Page 1 of 37**

The different types of Apartments are more particularly described as follows:

**RESIDENTIAL APARTMENTS:**

**Type A Apartments:** The Project contains thirty-nine (39) Type A Apartments in Phase I and thirty-nine (39) Type A Apartments in Phase II. Each Type A Apartment includes one (1) bedroom, one (1) bathroom, a kitchen, a living/dining room and a den. Type A Apartments do not have lanais except for Apartment II-601. The approximate net living area of each Type A Apartment (and the approximate lanai area of Apartment II-601) is as shown below.

**Types B and BR Apartments:** The Project contains thirty-nine (39) Type B Apartments in Phase I, thirty-nine (39) Type B Apartments in Phase II, thirty-nine (39) Type BR Apartments in Phase I and thirty-nine (39) Type BR Apartments in Phase II. Each Type B and BR Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a lanai. The approximate net living area and lanai area of each Type B and BR Apartment is as shown below.

**Types C and CR Apartments:** The Project contains thirty-eight (38) Type C Apartments in Phase I, thirty-nine (39) Type C Apartments in Phase II, thirty-nine (39) Type CR Apartments in Phase I and thirty-eight (38) Type CR Apartments in Phase II. Each Type C and CR Apartment includes three (3) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a lanai. The approximate net living area and lanai area of each Type C and CR Apartment is as shown below.

**Types D and DR Apartments:** The Project contains thirty-seven (37) Type D Apartments in Phase I, thirty-nine (39) Type D Apartments in Phase II, thirty-nine (39) Type DR Apartments in Phase I and thirty-seven (37) Type DR Apartments in Phase II. Each Type D and DR Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room, a den and a lanai, except for Apartment I-607, which includes two (2) lanais. The approximate net living area and lanai area of each Type D and DR Apartment is as shown below.

**Types E and ER Apartments:** The Project contains thirty-nine (39) Type E Apartments in Phase I, thirty-nine (39) Type E Apartments in Phase II, thirty-nine (39) Type ER Apartments in Phase I and thirty-nine (39) Type ER Apartments in Phase II. Each Type E and ER Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room, a den and a lanai. The approximate net living area and lanai area of each Type E and ER Apartment is as shown below.

**Types PH-1, PH-1R, PH-2, PH-3 and PH-3R Apartments:**

The Project contains one (1) Type PH-1 Apartment in Phase I and one (1) Type PH-1 Apartment in Phase II, one (1) Type PH-1R Apartment in Phase I and one (1) Type PH-1R Apartment in Phase II, one (1) Type PH-2 Apartment in Phase I and one (1) Type PH-2 Apartment in Phase II. The Type PH-1 and PH-1R Apartments each include two (2) lanais. The Type PH-2 Apartments each include one (1) lanai.

The Project also contains one (1) Type PH-3 Apartment in Phase I, one (1) Type PH-3 Apartment in Phase II, one (1) Type PH-3R Apartment in Phase I and one (1) Type PH-3R Apartment in Phase II. The Type PH-3 and PH-3R Apartments each include three (3) lanais.

All of the PH Type Apartments are being sold with no interior improvements. The purchasers of the Type PH Apartments will have the right, at the purchasers' sole cost and expense, to improve the interior of the Apartments in accordance with plans provided by a registered Hawaii architect and first approved in writing by the Developer. The anticipated approximate net living area and lanai area of the Type PH Apartments are as shown below.

**PARKING APARTMENTS:**

The Project contains four hundred (400) Parking Apartments. Two hundred ninety-seven (297) of the Parking Apartments are located in the Phase I Parking structure, and one hundred three (103) of the Parking Apartments are located in the Phase II Parking structure. Each Parking Apartment is a covered parking stall. The Parking Apartments vary in size, as shown below.

**STORAGE APARTMENTS:**

The Project contains three hundred thirty-eight (338) Storage Apartments. One hundred sixty-eight (168) of the Storage Apartments are located on the first five floors of the Phase I Building, and one hundred seventy (170) of the Storage Apartments are located on the first five floors of the Phase II Building. Each Storage Apartment is an enclosed space with a door. The Storage Apartments vary in size, as shown below.

The numbers, types, approximate areas, parking stall assignments and common interest of the Apartments are as set forth in the chart that begins on the next page.

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**PHASE I  
RESIDENTIAL APARTMENTS:**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-601	A	710	--	5029*	0.0800%
I-602	B	938	43	5030*	0.1057%
I-605	E	1,101	1,702	5126*, 5127*	0.1237%
I-606	ER	1,101	1,161	5122, 5123	0.1237%
I-607	DR	1,121	193	5124, 5125	0.1260%
I-608	CR	1,213	42	5032, 5033	0.1366%
I-609	BR	938	43	5031* *** (See Note Below)	0.1057%
I-701	A	710	--	5026*	0.0800%
I-702	B	938	43	5027*	0.1057%
I-703	C	1,213	42	5128, 5129	0.1366%
I-705	E	1,101	44	5070*, 5071*	0.1237%
I-706	ER	1,101	44	5117*, 5118*	0.1237%
I-707	DR	1,121	44	5034, 5035	0.1260%
I-708	CR	1,213	42	5036, 5037	0.1366%
I-709	BR	938	43	5028*	0.1057%
I-801	A	710	--	5112*	0.0800%
I-802	B	938	43	5113*	0.1057%
I-803	C	1,213	42	5063, 5064	0.1366%
I-804	D	1,121	44	5130, 5131*	0.1260%
I-805	E	1,101	44	5024*, 5025*	0.1237%
I-806	ER	1,101	44	5115*, 5116*	0.1237%
I-807	DR	1,121	44	5038, 5039	0.1260%
I-808	CR	1,213	42	5065, 5066	0.1366%
I-809	BR	938	43	5114*	0.1057%
I-901	A	710	--	5074*	0.0800%
I-902	B	938	43	5075*	0.1057%
I-903	C	1,213	42	5059, 5060	0.1366%
I-904	D	1,121	44	5040, 5041	0.1260%
I-905	E	1,101	44	5132*, 5133	0.1237%
I-906	ER	1,101	44	5022*, 5023*	0.1237%
I-907	DR	1,121	44	5072*, 5073*	0.1260%
I-908	CR	1,213	42	5061, 5062	0.1366%
I-909	BR	938	43	5076*	0.1057%
I-1001	A	710	--	5107*	0.0800%
I-1002	B	938	43	5108*	0.1057%

**PHASE I  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-1003	C	1,213	42	5055, 5056	0.1366%
I-1004	D	1,121	44	5077*, 5078*	0.1260%
I-1005	E	1,101	44	5020*, 5021*	0.1237%
I-1006	ER	1,101	44	5042, 5043	0.1237%
I-1007	DR	1,121	44	5110*, 5111*	0.1260%
I-1008	CR	1,213	42	5134, 5135	0.1366%
I-1009	BR	938	43	5109*	0.1057%
I-1101	A	710	--	5081*	0.0800%
I-1102	B	938	43	5082*	0.1057%
I-1103	C	1,213	42	5053, 5054	0.1366%
I-1104	D	1,121	44	5079*, 5080*	0.1260%
I-1105	E	1,101	44	5105*, 5106*	0.1237%
I-1106	ER	1,101	44	5018*, 5019*	0.1237%
I-1107	DR	1,121	44	5136, 5137*	0.1260%
I-1108	CR	1,213	42	5140, 5141	0.1366%
I-1109	BR	938	43	5083*	0.1057%
I-1201	A	710	--	5010*	0.0800%
I-1202	B	938	43	5011*	0.1057%
I-1203	C	1,213	42	5158, 5159*	0.1366%
I-1204	D	1,121	44	5084*, 5085*	0.1260%
I-1205	E	1,101	44	5103*, 5104*	0.1237%
I-1206	ER	1,101	44	5138*, 5139*	0.1237%
I-1207	DR	1,121	44	5142, 5143*	0.1260%
I-1208	CR	1,213	42	5156, 5157*	0.1366%
I-1209	BR	938	43	5012*	0.1057%
I-1501	A	710	--	5013*	0.0800%
I-1502	B	938	43	5014*	0.1057%
I-1503	C	1,213	42	5162, 5163*	0.1366%
I-1504	D	1,121	44	5146, 5147	0.1260%
I-1505	E	1,101	44	5101*, 5102*	0.1237%
I-1506	ER	1,101	44	5144*, 5145*	0.1237%
I-1507	DR	1,121	44	5086*, 5087*	0.1260%
I-1508	CR	1,213	42	5160, 5161*	0.1366%
I-1509	BR	938	43	5015*	0.1057%
I-1601	A	710	--	5096*	0.0800%

**PHASE I  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	** Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-1602	B	938	43	5097*	0.1057%
I-1603	C	1,213	42	5049, 5050	0.1366%
I-1604	D	1,121	44	5150*, 5151*	0.1260%
I-1605	E	1,101	44	5099*, 5100*	0.1237%
I-1606	ER	1,101	44	5149*, 5148	0.1237%
I-1607	DR	1,121	44	5088*, 5089*	0.1260%
I-1608	CR	1,213	42	5051, 5052	0.1366%
I-1609	BR	938	43	5098*	0.1057%
I-1701	A	710	--	4135*	0.0800%
I-1702	B	938	43	4136*	0.1057%
I-1703	C	1,213	42	5166, 5167*	0.1366%
I-1704	D	1,121	44	5092*, 5093*	0.1260%
I-1705	E	1,101	44	5016*, 5017*	0.1237%
I-1706	ER	1,101	44	5090*, 5091*	0.1237%
I-1707	DR	1,121	44	5094*, 5095*	0.1260%
I-1708	CR	1,213	42	5164, 5165*	0.1366%
I-1709	BR	938	43	4053	0.1057%
I-1801	A	710	--	4040*	0.0800%
I-1802	B	938	43	4084	0.1057%
I-1803	C	1,213	42	4144, 4145	0.1366%
I-1804	D	1,121	44	4043, 4044	0.1260%
I-1805	E	1,101	44	4140, 4141	0.1237%
I-1806	ER	1,101	44	4041, 4042	0.1237%
I-1807	DR	1,121	44	5057, 5058	0.1260%
I-1808	CR	1,213	42	4142, 4143	0.1366%
I-1809	BR	938	43	4134*	0.1057%
I-1901	A	710	--	4035*	0.0800%
I-1902	B	938	43	4036*	0.1057%
I-1903	C	1,213	42	4088*, 4089*	0.1366%
I-1904	D	1,121	44	4047, 4048	0.1260%
I-1905	E	1,101	44	4038*, 4039*	0.1237%
I-1906	ER	1,101	44	4132*, 4133*	0.1237%
I-1907	DR	1,121	44	4045, 4046	0.1260%
I-1908	CR	1,213	42	4146, 4147	0.1366%
I-1909	BR	938	43	4037*	0.1057%

**PHASE I****RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	** Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-2001	A	710	--	4090*	0.0800%
I-2002	B	938	43	4091*	0.1057%
I-2003	C	1,213	42	4150, 4151	0.1366%
I-2004	D	1,121	44	4126*, 4127*	0.1260%
I-2005	E	1,101	44	4130*, 4131*	0.1237%
I-2006	ER	1,101	44	4033*, 4034*	0.1237%
I-2007	DR	1,121	44	4128*, 4129*	0.1260%
I-2008	CR	1,213	42	4148, 4149	0.1366%
I-2009	BR	938	43	4092*	0.1057%
I-2101	A	710	--	4095*	0.0800%
I-2102	B	938	43	4096*	0.1057%
I-2103	C	1,213	42	4080, 4081	0.1366%
I-2104	D	1,121	44	4152, 4153	0.1260%
I-2105	E	1,101	44	4093*, 4094*	0.1237%
I-2106	ER	1,101	44	4031*, 4032*	0.1237%
I-2107	DR	1,121	44	4049, 4050	0.1260%
I-2108	CR	1,213	42	4082, 4083	0.1366%
I-2109	BR	938	43	4097*	0.1057%
I-2201	A	710	--	4024*	0.0800%
I-2202	B	938	43	4025*	0.1057%
I-2203	C	1,213	42	4076, 4077	0.1366%
I-2204	D	1,121	44	4051, 4052	0.1260%
I-2205	E	1,101	44	4124*, 4125*	0.1237%
I-2206	ER	1,101	44	4029*, 4030*	0.1237%
I-2207	DR	1,121	44	4027*, 4028*	0.1260%
I-2208	CR	1,213	42	4078, 4079	0.1366%
I-2209	BR	938	43	4026*	0.1057%
I-2301	A	710	--	4010*	0.0800%
I-2302	B	938	43	4011*	0.1057%
I-2303	C	1,213	42	4072, 4073	0.1366%
I-2304	D	1,121	44	4054, 4055	0.1260%
I-2305	E	1,101	44	4122*, 4123*	0.1237%
I-2306	ER	1,101	44	4022*, 4023*	0.1237%
I-2307	DR	1,121	44	4154, 4155	0.1260%
I-2308	CR	1,213	42	4074, 4075	0.1366%

**EXHIBIT "A"**

**PHASE I****RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-2309	BR	938	43	4012*	0.1057%
I-2401	A	710	--	4013*	0.0800%
I-2402	B	938	43	4014*	0.1057%
I-2403	C	1,213	42	4070, 4071	0.1366%
I-2404	D	1,121	44	4016*4017*	0.1260%
I-2405	E	1,101	44	4100*, 4101*	0.1237%
I-2406	ER	1,101	44	4098*, 4099*	0.1237%
I-2407	DR	1,121	44	4156, 4157	0.1260%
I-2408	CR	1,213	42	4056, 4057	0.1366%
I-2409	BR	938	43	4015*	0.1057%
I-2501	A	710	--	4102*	0.0800%
I-2502	B	938	43	4103*	0.1057%
I-2503	C	1,213	42	4068, 4069	0.1366%
I-2504	D	1,121	44	4160, 4161	0.1260%
I-2505	E	1,101	44	4120*, 4121*	0.1237%
I-2506	ER	1,101	44	4020*, 4021*	0.1237%
I-2507	DR	1,121	44	4158, 4159	0.1260%
I-2508	CR	1,213	42	4058, 4059	0.1366%
I-2509	BR	938	43	4104*	0.1057%
I-2601	A	710	--	4105*	0.0800%
I-2602	B	938	43	4106*	0.1057%
I-2603	C	1,213	42	4066, 4067	0.1366%
I-2604	D	1,121	44	4164, 4165	0.1260%
I-2605	E	1,101	44	4118*, 4119*	0.1237%
I-2606	ER	1,101	44	4018*, 4019*	0.1237%
I-2607	DR	1,121	44	4162, 4163	0.1260%
I-2608	CR	1,213	42	4060, 4061	0.1366%
I-2609	BR	938	43	4107*	0.1057%
I-2701	A	710	--	4109*	0.0800%
I-2702	B	938	43	4110*	0.1057%
I-2703	C	1,213	42	4176, 4177*	0.1366%
I-2704	D	1,121	44	4174, 4175*	0.1260%
I-2705	E	1,101	44	4114*, 4115*	0.1237%
I-2706	ER	1,101	44	4116*, 4117*	0.1237%
I-2707	DR	1,121	44	4166, 4167	0.1260%
I-2708	CR	1,213	42	4064, 4065	0.1366%
I-2709	BR	938	43	4108*	0.1057%

**EXHIBIT "A"**

**PHASE I****RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-2801	A	710	--	3036*	0.0800%
I-2802	B	938	43	3037*	0.1057%
I-2803	C	1,213	42	4184, 4185*	0.1366%
I-2804	D	1,121	44	4182, 4183*	0.1260%
I-2805	E	1,101	44	3039*, 3040*	0.1237%
I-2806	ER	1,101	44	3041, 3042	0.1237%
I-2807	DR	1,121	44	4178, 4179*	0.1260%
I-2808	CR	1,213	42	4180, 4181*	0.1366%
I-2809	BR	938	43	3038*	0.1057%
I-2901	A	710	--	3084	0.0800%
I-2902	B	938	43	3136*	0.1057%
I-2903	C	1,213	42	3134*, 3135*	0.1366%
I-2904	D	1,121	44	3142, 3143	0.1260%
I-2905	E	1,101	44	3140, 3141	0.1237%
I-2906	ER	1,101	44	3034*, 3035*	0.1237%
I-2907	DR	1,121	44	3043, 3044	0.1260%
I-2908	CR	1,213	42	3144, 3145	0.1366%
I-2909	BR	938	43	3033*	0.1057%
I-3001	A	710	--	3127*	0.0800%
I-3002	B	938	43	3128*	0.1057%
I-3003	C	1,213	42	3146, 3147	0.1366%
I-3004	D	1,121	44	3045, 3046	0.1260%
I-3005	E	1,101	44	3031*, 3032*	0.1237%
I-3006	ER	1,101	44	3132*, 3133*	0.1237%
I-3007	DR	1,121	44	3130*, 3131*	0.1260%
I-3008	CR	1,213	42	3088*, 3089*	0.1366%
I-3009	BR	938	43	3129*	0.1057%
I-3101	A	710	--	3094*	0.0800%
I-3102	B	938	43	3095*	0.1057%
I-3103	C	1,213	42	3148, 3149	0.1366%
I-3104	D	1,121	44	3092*, 3093*	0.1260%
I-3105	E	1,101	44	3029*, 3030*	0.1237%
I-3106	ER	1,101	44	3047, 3048	0.1237%
I-3107	DR	1,121	44	3090*, 3091*	0.1260%
I-3108	CR	1,213	42	3049, 3050	0.1366%

**EXHIBIT "A"**

**PHASE I  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanal Area in Square Feet	Assigned Parking Stalls	Common Interest
I-3109	BR	938	43	3096*	0.1057%
I-3201	A	710	--	3026*	0.0800%
I-3202	B	938	43	3053	0.1057%
I-3203	C	1,213	42	3082, 3083	0.1366%
I-3204	D	1,121	44	3097*, 3098*	0.1260%
I-3205	E	1,101	44	3027*, 3028*	0.1237%
I-3206	ER	1,101	44	3051, 3052	0.1237%
I-3207	DR	1,121	44	3150, 3151	0.1260%
I-3208	CR	1,213	42	3152, 3153	0.1366%
I-3209	BR	938	43	3099*	0.1057%
I-3301	A	710	--	3100*	0.0800%
I-3302	B	938	43	3101*	0.1057%
I-3303	C	1,213	42	3078, 3079	0.1366%
I-3304	D	1,121	44	3054, 3055	0.1260%
I-3305	E	1,101	44	3024*, 3025*	0.1237%
I-3306	ER	1,101	44	3125*, 3126*	0.1237%
I-3307	DR	1,121	44	3154, 3155	0.1260%
I-3308	CR	1,213	42	3080, 3081	0.1366%
I-3309	BR	938	43	3102*	0.1057%
I-3401	A	710	--	3010*	0.0800%
I-3402	B	938	43	3011*	0.1057%
I-3403	C	1,213	42	3074, 3075	0.1366%
I-3404	D	1,121	44	3158, 3159	0.1260%
I-3405	E	1,101	44	3123*, 3124*	0.1237%
I-3406	ER	1,101	44	3022*, 3023*	0.1237%
I-3407	DR	1,121	44	3156, 3157	0.1260%
I-3408	CR	1,213	42	3076, 3077	0.1366%
I-3409	BR	938	43	3012*	0.1057%
I-3501	A	710	--	3013*	0.0800%
I-3502	B	938	43	3014*	0.1057%
I-3503	C	1,213	42	3070, 3071	0.1366%
I-3504	D	1,121	44	3160, 3161	0.1260%
I-3505	E	1,101	44	3103*, 3104*	0.1237%
I-3506	ER	1,101	44	3121*, 3122*	0.1237%
I-3507	DR	1,121	44	3056, 3057	0.1260%

**PHASE I**

**RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-3508	CR	1,213	42	3072, 3073	0.1366%
I-3509	BR	938	43	3015*	0.1057%
I-3601	A	710	--	3105*	0.0800%
I-3602	B	938	43	3106*	0.1057%
I-3603	C	1,213	42	3066, 3067	0.1366%
I-3604	D	1,121	44	3164, 3165	0.1260%
I-3605	E	1,101	44	3058, 3059	0.1237%
I-3606	ER	1,101	44	3119*, 3120*	0.1237%
I-3607	DR	1,121	44	3162, 3163	0.1260%
I-3608	CR	1,213	42	3068, 3069	0.1366%
I-3609	BR	938	43	3107*	0.1057%
I-3701	A	710	--	3116*	0.0800%
I-3702	B	938	43	3117*	0.1057%
I-3703	C	1,213	42	3174, 3175*	0.1366%
I-3704	D	1,121	44	3166, 3167	0.1260%
I-3705	E	1,101	44	3018*, 3019*	0.1237%
I-3706	ER	1,101	44	3020*, 3021*	0.1237%
I-3707	DR	1,121	44	3060, 3061	0.1260%
I-3708	CR	1,213	42	3064, 3065	0.1366%
I-3709	BR	938	43	3118*	0.1057%
I-3801	A	710	--	3108*	0.0800%
I-3802	B	938	43	3109*	0.1057%
I-3803	C	1,213	42	3182, 3183*	0.1366%
I-3804	D	1,121	44	3178, 3179*	0.1260%
I-3805	E	1,101	44	3016*, 3017*	0.1237%
I-3806	ER	1,101	44	3114*, 3115*	0.1237%
I-3807	DR	1,121	44	3176, 3177*	0.1260%
I-3808	CR	1,213	42	3180, 3181	0.1366%
I-3809	BR	938	43	3110*	0.1057%
I-3901	A	710	--	2135*	0.0800%
I-3902	B	938	43	2136*	0.1057%
I-3903	C	1,213	42	2149, 2150	0.1366%
I-3904	D	1,121	44	2145, 2146	0.1260%
I-3905	E	1,101	44	2143, 2144	0.1237%
I-3906	ER	1,101	44	2141, 2142	0.1237%

**PHASE I  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-3907	DR	1,121	44	3184, 3185*	0.1260%
I-3908	CR	1,213	42	2147, 2148	0.1366%
I-3909	BR	938	43	2140	0.1057%
I-4001	A	710	--	2088*	0.0800%
I-4002	B	938	43	2129*	0.1057%
I-4003	C	1,213	42	2081, 2082	0.1366%
I-4004	D	1,121	44	2153, 2154	0.1260%
I-4005	E	1,101	44	2131*, 2132*	0.1237%
I-4006	ER	1,101	44	2133*, 2134*	0.1237%
I-4007	DR	1,121	44	2151, 2152	0.1260%
I-4008	CR	1,213	42	2083, 2084	0.1366%
I-4009	BR	938	43	2130*	0.1057%
I-4101	A	710	--	2093*	0.0800%
I-4102	B	938	43	2094*	0.1057%
I-4103	C	1,213	42	2077, 2078	0.1366%
I-4104	D	1,121	44	2091*, 2092*	0.1260%
I-4105	E	1,101	44	2023*, 2024*	0.1237%
I-4106	ER	1,101	44	2025*, 2026*	0.1237%
I-4107	DR	1,121	44	2089*, 2090*	0.1260%
I-4108	CR	1,213	42	2079, 2080	0.1366%
I-4109	BR	938	43	2095*	0.1057%
I-4201	A	710	--	2053	0.0800%
I-4202	B	938	43	2096*	0.1057%
I-4203	C	1,213	42	2073, 2074	0.1366%
I-4204	D	1,121	44	2157, 2158	0.1260%
I-4205	E	1,101	44	2125*, 2126*	0.1237%
I-4206	ER	1,101	44	2155, 2156	0.1237%
I-4207	DR	1,121	44	2127*, 2128*	0.1260%
I-4208	CR	1,213	42	2075, 2076	0.1366%
I-4209	BR	938	43	2097*	0.1057%
I-4301	A	710	--	2010*	0.0800%
I-4302	B	938	43	2011*	0.1057%
I-4303	C	1,213	42	2071, 2072	0.1366%
I-4304	D	1,121	44	2161, 2162	0.1260%
I-4305	E	1,101	44	2054, 2055	0.1237%

**PHASE I**

**RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
I-4306	ER	1,101	44	2123*, 2124*	0.1237%
I-4307	DR	1,121	44	2159, 2160	0.1260%
I-4308	CR	1,213	42	2163, 2164	0.1366%
I-4309	BR	938	43	2012*	0.1057%
I-4401	A	710	--	2013*	0.0800%
I-4402	B	938	43	2014*	0.1057%
I-4403	C	1,213	42	2167, 2168	0.1366%
I-4404	D	1,121	44	2100*, 2101*	0.1260%
I-4405	E	1,101	44	2019*, 2020*	0.1237%
I-4406	FR	1,101	44	2021*, 2022*	0.1237%
I-4407	DR	1,121	44	2098*, 2099*	0.1260%
I-4408	CR	1,213	42	2165, 2166	0.1366%
I-4409	BR	938	43	2015*	0.1057%
I-4501	A	710	--	2016*	0.0800%
I-4502	B	938	43	2017*	0.1057%
I-4503	C	1,213	42	2069, 2070	0.1366%
I-4504	D	1,121	44	2119*, 2120*	0.1260%
I-4505	E	1,101	44	2102*, 2103*	0.1237%
I-4506	ER	1,101	44	2121*, 2122*	0.1237%
I-4507	DR	1,121	44	2056, 2057	0.1260%
I-4508	CR	1,213	42	2058, 2059	0.1366%
I-4509	BR	938	43	2018*	0.1057%
I-4601	A	710	--	2112*	0.0800%
I-4602	B	938	43	2113*	0.1057%
I-4603	C	1,213	42	2067, 2068	0.1366%
I-4604	D	1,121	44	2016*, 2017*	0.1260%
I-4605	E	1,101	44	2115*, 2116*	0.1237%
I-4606	ER	1,101	44	2104*, 2105*	0.1237%
I-4607	DR	1,121	44	2117*, 2118*	0.1260%
I-4608	CR	1,213	42	2060, 2061	0.1366%
I-4609	BR	938	43	2114*	0.1057%
I-PH-1	PH-1	3,309	79	2063, 2064, 2065, 2066	0.3708%
I-PH-1R	PH-1R	3,309	79	2108*, 2109*, 2110*, 2111*	0.3708%
I-PH-2	PH-2	3,228	75	2177, 2178*, 2179, 2180*	0.3708%
I-PH-3	PH-3	4,771	120	2183, 2184*, 2181, 2182*	0.5281%
I-PH-3R	PH-3R	4,771	120	2173, 2174*, 2175, 2176*	0.5281%

**EXHIBIT "A"**

**PHASE II  
RESIDENTIAL APARTMENTS:**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-601	A	710	631	5173	0.0800%
II-602	B	938	43	5230* *** (See Note Below)	0.1057%
II-603	C	1,213	42	5228*, 5229*	0.1366%
II-604	D	1,121	44	5226*, 5227*	0.1260%
II-605	E	1,101	44	5176*, 5177*	0.1237%
II-606	ER	1,101	44	5174, 5175	0.1237%
II-609	BR	938	899	5231*	0.1057%
II-701	A	710	--	5232*	0.0800%
II-702	B	938	43	5233*	0.1057%
II-703	C	1,213	42	5276, 5277	0.1366%
II-704	D	1,121	44	5222*, 5223*	0.1260%
II-705	E	1,101	44	5178*, 5179	0.1237%
II-706	ER	1,101	44	5224*, 5225*	0.1237%
II-708	CR	1,213	42	5278, 5279	0.1366%
II-709	BR	938	43	5234*	0.1057%
II-801	A	710	--	5235*	0.0800%
II-802	B	938	43	5236*	0.1057%
II-803	C	1,213	42	5272, 5273	0.1366%
II-804	D	1,121	44	5180, 5181	0.1260%
II-805	E	1,101	44	5220*, 5221*	0.1237%
II-806	ER	1,101	44	5310*, 5311*	0.1237%
II-807	DR	1,121	44	5280, 5281	0.1260%
II-808	CR	1,213	42	5274, 5275	0.1366%
II-809	BR	938	43	5237*	0.1057%
II-901	A	710	--	5238*	0.0800%
II-902	B	938	43	5239*	0.1057%
II-903	C	1,213	42	5268, 5269	0.1366%
II-904	D	1,121	44	5184*, 5185	0.1260%
II-905	E	1,101	44	5182*, 5183*	0.1237%
II-906	ER	1,101	44	5308*, 5309*	0.1237%
II-907	DR	1,121	44	5282, 5283	0.1260%
II-908	CR	1,213	42	5270, 5271	0.1366%
II-909	BR	938	43	5240*	0.1057%
II-1001	A	710	--	5190*	0.0800%
II-1002	B	938	43	5191	0.1057%

**PHASE II  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-1003	C	1,213	42	5266, 5267	0.1366%
II-1004	D	1,121	44	5284, 5285	0.1260%
II-1005	E	1,101	44	5306*, 5307*	0.1237%
II-1006	ER	1,101	44	5218*, 5219*	0.1237%
II-1007	DR	1,121	44	5216*, 5217*	0.1260%
II-1008	CR	1,213	42	5186, 5187	0.1366%
II-1009	BR	938	43	5215*	0.1057%
II-1101	A	710	--	5241*	0.0800%
II-1102	B	938	43	5242*	0.1057%
II-1103	C	1,213	42	5264, 5265	0.1366%
II-1104	D	1,121	44	5194*, 5195*	0.1260%
II-1105	E	1,101	44	5304*, 5305*	0.1237%
II-1106	ER	1,101	44	5188*, 5189*	0.1237%
II-1107	DR	1,121	44	5286, 5287	0.1260%
II-1108	CR	1,213	42	5192, 5193	0.1366%
II-1109	BR	938	43	5243*	0.1057%
II-1201	A	710	--	5244*	0.0800%
II-1202	B	938	43	5245*	0.1057%
II-1203	C	1,213	42	5262, 5263	0.1366%
II-1204	D	1,121	44	5196*, 5197	0.1260%
II-1205	E	1,101	44	5302*, 5303*	0.1237%
II-1206	ER	1,101	44	5213*, 5214*	0.1237%
II-1207	DR	1,121	44	5288, 5289	0.1260%
II-1208	CR	1,213	42	5198, 5199	0.1366%
II-1209	BR	938	43	5246*	0.1057%
II-1501	A	710	--	5206*	0.0800%
II-1502	B	938	43	5207*	0.1057%
II-1503	C	1,213	42	5260, 5261	0.1366%
II-1504	D	1,121	44	5200, 5201	0.1260%
II-1505	E	1,101	44	5211*, 5212*	0.1237%
II-1506	ER	1,101	44	5300*, 5301*	0.1237%
II-1507	DR	1,121	44	5247*, 5248*	0.1260%
II-1508	CR	1,213	42	5202, 5203	0.1366%
II-1509	BR	938	43	5208*	0.1057%
II-1601	A	710	--	4296	0.0800%

**PHASE II  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanal Area in Square Feet	Assigned Parking Stalls	Common Interest
II-1602	B	938	43	4248*	0.1057%
II-1603	C	1,213	42	4246*, 4247*	0.1366%
II-1604	D	1,121	44	4193, 4194	0.1260%
II-1605	E	1,101	44	5209*, 5210*	0.1237%
II-1606	ER	1,101	44	5298*, 5299*	0.1237%
II-1607	DR	1,121	44	4191, 4192	0.1260%
II-1608	CR	1,213	42	4195, 4196	0.1366%
II-1609	BR	938	43	4249*	0.1057%
II-1701	A	710	--	4250*	0.0800%
II-1702	B	938	43	4251*	0.1057%
II-1703	C	1,213	42	4199, 4200	0.1366%
II-1704	D	1,121	44	4299, 4300	0.1260%
II-1705	E	1,101	44	4242*, 4243*	0.1237%
II-1706	ER	1,101	44	4244*, 4245*	0.1237%
II-1707	DR	1,121	44	4297, 4298	0.1260%
II-1708	CR	1,213	42	4197, 4198	0.1366%
II-1709	BR	938	43	4252*	0.1057%
II-1801	A	710	--	4337*	0.0800%
II-1802	B	938	43	4338*	0.1057%
II-1803	C	1,213	42	4292, 4293	0.1366%
II-1804	D	1,121	44	4301, 4302	0.1260%
II-1805	E	1,101	44	4240*, 4241*	0.1237%
II-1806	ER	1,101	44	4340*, 4341*	0.1237%
II-1807	DR	1,121	44	4201, 4202	0.1260%
II-1808	CR	1,213	42	4294, 4295	0.1366%
II-1809	BR	938	43	4339*	0.1057%
II-1901	A	710	--	4305	0.0800%
II-1902	B	938	43	4253*	0.1057%
II-1903	C	1,213	42	4288, 4289	0.1366%
II-1904	D	1,121	44	4303, 4304	0.1260%
II-1905	E	1,101	44	4335*, 4336*	0.1237%
II-1906	ER	1,101	44	4238*, 4239*	0.1237%
II-1907	DR	1,121	44	4236*, 4237*	0.1260%
II-1908	CR	1,213	42	4290, 4291	0.1366%
II-1909	BR	938	43	4254*	0.1057%

**PHASE II  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-2001	A	710	--	4255*	0.0800%
II-2002	B	938	43	4256*	0.1057%
II-2003	C	1,213	42	4286, 4287	0.1366%
II-2004	D	1,121	44	4306, 4307	0.1260%
II-2005	E	1,101	44	4333*, 4334*	0.1237%
II-2006	ER	1,101	44	4234*, 4235*	0.1237%
II-2007	DR	1,121	44	4203, 4204	0.1260%
II-2008	CR	1,213	42	4205, 4206	0.1366%
II-2009	BR	938	43	4257*	0.1057%
II-2101	A	710	--	4328*	0.0800%
II-2102	B	938	43	4329*	0.1057%
II-2103	C	1,213	42	4284, 4285	0.1366%
II-2104	D	1,121	44	4230*, 4231*	0.1260%
II-2105	E	1,101	44	4232*, 4233*	0.1237%
II-2106	ER	1,101	44	4331*, 4332*	0.1237%
II-2107	DR	1,121	44	4258*, 4259*	0.1260%
II-2108	CR	1,213	42	4207, 4208	0.1366%
II-2109	BR	938	43	4330*	0.1057%
II-2201	A	710	--	4262*	0.0800%
II-2202	B	938	43	4263*	0.1057%
II-2203	C	1,213	42	4282, 4283	0.1366%
II-2204	D	1,121	44	4209, 4210	0.1260%
II-2205	E	1,101	44	4326*, 4327*	0.1237%
II-2206	ER	1,101	44	4228*, 4229*	0.1237%
II-2207	DR	1,121	44	4260*, 4261*	0.1260%
II-2208	CR	1,213	42	4211, 4212	0.1366%
II-2209	BR	938	43	4264*	0.1057%
II-2301	A	710	--	4265*	0.0800%
II-2302	B	938	43	4266*	0.1057%
II-2303	C	1,213	42	4280, 4281	0.1366%
II-2304	D	1,121	44	4213, 4214	0.1260%
II-2305	E	1,101	44	4226*, 4227*	0.1237%
II-2306	ER	1,101	44	4324*, 4325*	0.1237%
II-2307	DR	1,121	44	4308, 4309	0.1260%
II-2308	CR	1,213	42	4310, 4311	0.1366%

**PHASE II  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	** Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-2309	BR	938	43	4267*	0.1057%
II-2401	A	710	--	3296	0.0800%
II-2402	B	938	43	3220	0.1057%
II-2403	C	1,213	42	4278, 4279	0.1366%
II-2404	D	1,121	44	4220, 4221	0.1260%
II-2405	E	1,101	44	4322*, 4323*	0.1237%
II-2406	ER	1,101	44	4224*, 4225*	0.1237%
II-2407	DR	1,121	44	4215, 4216	0.1260%
II-2408	CR	1,213	42	4312, 4313	0.1366%
II-2409	BR	938	43	3221	0.1057%
II-2501	A	710	--	3339*	0.0800%
II-2502	B	938	43	3340*	0.1057%
II-2503	C	1,213	42	3197, 3198	0.1366%
II-2504	D	1,121	44	3193, 3194	0.1260%
II-2505	E	1,101	44	3244*, 3245*	0.1237%
II-2506	ER	1,101	44	3191, 3192	0.1237%
II-2507	DR	1,121	44	3242*, 3243*	0.1260%
II-2508	CR	1,213	42	3195, 3196	0.1366%
II-2509	BR	938	43	3341*	0.1057%
II-2601	A	710	--	3248*	0.0800%
II-2602	B	938	43	3249*	0.1057%
II-2603	C	1,213	42	3201, 3202	0.1366%
II-2604	D	1,121	44	3199, 3200	0.1260%
II-2605	E	1,101	44	3238*, 3239*	0.1237%
II-2606	ER	1,101	44	3240*, 3241*	0.1237%
II-2607	DR	1,121	44	3246*, 3247*	0.1260%
II-2608	CR	1,213	42	3297, 3298	0.1366%
II-2609	BR	938	43	3250*	0.1057%
II-2701	A	710	--	3251*	0.0800%
II-2702	B	938	43	3252*	0.1057%
II-2703	C	1,213	42	3292, 3293	0.1366%
II-2704	D	1,121	44	3203, 3204	0.1260%
II-2705	E	1,101	44	3236*, 3237*	0.1237%
II-2706	ER	1,101	44	3337*, 3338*	0.1237%
II-2707	DR	1,121	44	3299, 3300	0.1260%
II-2708	CR	1,213	42	3294, 3295	0.1366%

**PHASE II  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-2709	BR	938	43	3253*	0.1057%
II-2801	A	710	--	3256*	0.0800%
II-2802	B	938	43	3257*	0.1057%
II-2803	C	1,213	42	3288, 3289	0.1366%
II-2804	D	1,121	44	3254*, 3255*	0.1260%
II-2805	E	1,101	44	3234*, 3235*	0.1237%
II-2806	ER	1,101	44	3335*, 3336*	0.1237%
II-2807	DR	1,121	44	3301, 3302	0.1260%
II-2808	CR	1,213	42	3290, 3291	0.1366%
II-2809	BR	938	43	3258*	0.1057%
II-2901	A	710	--	3305	0.0800%
II-2902	B	938	43	3261*	0.1057%
II-2903	C	1,213	42	3286, 3287	0.1366%
II-2904	D	1,121	44	3259*, 3260*	0.1260%
II-2905	E	1,101	44	3232*, 3233*	0.1237%
II-2906	ER	1,101	44	3333*, 3334*	0.1237%
II-2907	DR	1,121	44	3303, 3304	0.1260%
II-2908	CR	1,213	42	3205, 3206	0.1366%
II-2909	BR	938	43	3262*	0.1057%
II-3001	A	710	--	3328*	0.0800%
II-3002	B	938	43	3329*	0.1057%
II-3003	C	1,213	42	3284, 3285	0.1366%
II-3004	D	1,121	44	3263*, 3264*	0.1260%
II-3005	E	1,101	44	3230*, 3231*	0.1237%
II-3006	ER	1,101	44	3331*, 3332*	0.1237%
II-3007	DR	1,121	44	3207, 3208	0.1260%
II-3008	CR	1,213	42	3209, 3210	0.1366%
II-3009	BR	938	43	3330*	0.1057%
II-3101	A	710	--	3265*	0.0800%
II-3102	B	938	43	3266*	0.1057%
II-3103	C	1,213	42	3282, 3283	0.1366%
II-3104	D	1,121	44	3211, 3212	0.1260%
II-3105	E	1,101	44	3326*, 3327*	0.1237%
II-3106	ER	1,101	44	3228*, 3229*	0.1237%
II-3107	DR	1,121	44	3306, 3307	0.1260%
II-3108	CR	1,213	42	3213, 3214	0.1366%

**PHASE II**

**RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-3109	BR	938	43	3267*	0.1057%
II-3201	A	710	--	2302	0.0800%
II-3202	B	938	43	3224*	0.1057%
II-3203	C	1,213	42	3280, 3281	0.1366%
II-3204	D	1,121	44	3215, 3216	0.1260%
II-3205	E	1,101	44	3226*, 3227*	0.1237%
II-3206	ER	1,101	44	3324*, 3325*	0.1237%
II-3207	DR	1,121	44	3308, 3309	0.1260%
II-3208	CR	1,213	42	3310, 3311	0.1366%
II-3209	BR	938	43	3225*	0.1057%
II-3301	A	710	--	2293	0.0800%
II-3302	B	938	43	2242*	0.1057%
II-3303	C	1,213	42	2194, 2195	0.1366%
II-3304	D	1,121	44	2192, 2193	0.1260%
II-3305	E	1,101	44	3322*, 3323*	0.1237%
II-3306	ER	1,101	44	2190, 2191	0.1237%
II-3307	DR	1,121	44	3312, 3313	0.1260%
II-3308	CR	1,213	42	3278, 3279	0.1366%
II-3309	BR	938	43	2243*	0.1057%
II-3401	A	710	--	2336*	0.0800%
II-3402	B	938	43	2337*	0.1057%
II-3403	C	1,213	42	2253*, 2254*	0.1366%
II-3404	D	1,121	44	2296, 2297	0.1260%
II-3405	E	1,101	44	2240*, 2241*	0.1237%
II-3406	ER	1,101	44	2196, 2197	0.1237%
II-3407	DR	1,121	44	2294, 2295	0.1260%
II-3408	CR	1,213	42	2251*, 2252*	0.1366%
II-3409	BR	938	43	2250*	0.1057%
II-3501	A	710	--	2331*	0.0800%
II-3502	B	938	43	2332*	0.1057%
II-3503	C	1,213	42	2255*, 2256*	0.1366%
II-3504	D	1,121	44	2298, 2299	0.1260%
II-3505	E	1,101	44	2238*, 2239*	0.1237%
II-3506	ER	1,101	44	2334*, 2335*	0.1237%
II-3507	DR	1,121	44	2198, 2199	0.1260%

**PHASE II  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-3508	CR	1,213	42	2200, 2201	0.1366%
II-3509	BR	938	43	2333*	0.1057%
II-3601	A	710	--	2257*	0.0800%
II-3602	B	938	43	2258*	0.1057%
II-3603	C	1,213	42	2289, 2290	0.1366%
II-3604	D	1,121	44	2291, 2292	0.1260%
II-3605	E	1,101	44	2329*, 2330*	0.1237%
II-3606	ER	1,101	44	2236*, 2237*	0.1237%
II-3607	DR	1,121	44	2300, 2301	0.1260%
II-3608	CR	1,213	42	2202, 2203	0.1366%
II-3609	BR	938	43	2259*	0.1057%
II-3701	A	710	--	2324*	0.0800%
II-3702	B	938	43	2325*	0.1057%
II-3703	C	1,213	42	2285, 2286	0.1366%
II-3704	D	1,121	44	2303, 2304	0.1260%
II-3705	E	1,101	44	2234*, 2235*	0.1237%
II-3706	ER	1,101	44	2327*, 2328*	0.1237%
II-3707	DR	1,121	44	2204, 2205	0.1260%
II-3708	CR	1,213	42	2287, 2288	0.1366%
II-3709	BR	938	43	2326*	0.1057%
II-3801	A	710	--	2260*	0.0800%
II-3802	B	938	43	2261*	0.1057%
II-3803	C	1,213	42	2281, 2282	0.1366%
II-3804	D	1,121	44	2305, 2306	0.1260%
II-3805	E	1,101	44	2322*, 2323*	0.1237%
II-3806	ER	1,101	44	2232*, 2233*	0.1237%
II-3807	DR	1,121	44	2206, 2207	0.1260%
II-3808	CR	1,213	42	2283, 2284	0.1366%
II-3809	BR	938	43	2262*	0.1057%
II-3901	A	710	--	2265*	0.0800%
II-3902	B	938	43	2266*	0.1057%
II-3903	C	1,213	42	2279, 2280	0.1366%
II-3904	D	1,121	44	2263*, 2264*	0.1260%
II-3905	E	1,101	44	2320*, 2321*	0.1237%
II-3906	ER	1,101	44	2230*, 2231*	0.1237%

**PHASE II  
RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-3907	DR	1,121	44	2208, 2209	0.1260%
II-3908	CR	1,213	42	2307, 2308	0.1366%
II-3909	BR	938	43	2267*	0.1057%
II-4001	A	710	--	2225*	0.0800%
II-4002	B	938	43	2226*	0.1057%
II-4003	C	1,213	42	2277, 2278	0.1366%
II-4004	D	1,121	44	2268*, 2269*	0.1260%
II-4005	E	1,101	44	2228*, 2229*	0.1237%
II-4006	ER	1,101	44	2318*, 2319*	0.1237%
II-4007	DR	1,121	44	2309, 2310	0.1260%
II-4008	CR	1,213	42	2210, 2211	0.1366%
II-4009	BR	938	43	2227*	0.1057%
II-4101	A	710	--	1219*	0.0800%
II-4102	B	938	43	1216*	0.1057%
II-4103	C	1,213	42	2275, 2276	0.1366%
II-4104	D	1,121	44	2270*, 2271*	0.1260%
II-4105	E	1,101	44	1165, 1166	0.1237%
II-4106	ER	1,101	44	1163, 1164	0.1237%
II-4107	DR	1,121	44	2222*, 2223*	0.1260%
II-4108	CR	1,213	42	2212, 2213	0.1366%
II-4109	BR	938	43	2224*	0.1057%
II-4201	A	710	--	1222*	0.0800%
II-4202	B	938	43	1223*	0.1057%
II-4203	C	1,213	42	1169, 1170	0.1366%
II-4204	D	1,121	44	1167, 1168	0.1260%
II-4205	E	1,101	44	1212*, 1213*	0.1237%
II-4206	ER	1,101	44	1214*, 1215*	0.1237%
II-4207	DR	1,121	44	1210*, 1211*	0.1260%
II-4208	CR	1,213	42	1220*, 1221*	0.1366%
II-4209	BR	938	43	1224*	0.1057%
II-4301	A	710	--	1282*	0.0800%
II-4302	B	938	43	1259	0.1057%
II-4303	C	1,213	42	1252, 1253	0.1366%
II-4304	D	1,121	44	1225*, 1226*	0.1260%
II-4305	E	1,101	44	1208*, 1209*	0.1237%

**PHASE II**

**RESIDENTIAL APARTMENTS (Continued):**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
II-4306	ER	1,101	44	1217*, 1218*	0.1237%
II-4307	DR	1,121	44	1171, 1172	0.1260%
II-4308	CR	1,213	42	1254, 1255	0.1366%
II-4309	BR	938	43	1256	0.1057%
II-4401	A	710	--	1260	0.0800%
II-4402	B	938	43	1227*	0.1057%
II-4403	C	1,213	42	1250, 1251	0.1366%
II-4404	D	1,121	44	1173, 1174	0.1260%
II-4405	E	1,101	44	1206*, 1207*	0.1237%
II-4406	FR	1,101	44	1283*, 1284*	0.1237%
II-4407	DR	1,121	44	1257, 1258	0.1260%
II-4408	CR	1,213	42	1175, 1176	0.1366%
II-4409	BR	938	43	1228*	0.1057%
II-4501	A	710	--	1281*	0.0800%
II-4502	B	938	43	1229*	0.1057%
II-4503	C	1,213	42	1248, 1249	0.1366%
II-4504	D	1,121	44	1261, 1262	0.1260%
II-4505	E	1,101	44	1204*, 1205*	0.1237%
II-4506	ER	1,101	44	1285*, 1286*	0.1237%
II-4507	DR	1,121	44	1177, 1178	0.1260%
II-4508	CR	1,213	42	1179, 1180	0.1366%
II-4509	BR	938	43	1230*	0.1057%
II-4601	A	710	--	1199*	0.0800%
II-4602	B	938	43	1200*	0.1057%
II-4603	C	1,213	42	1263, 1264	0.1366%
II-4604	D	1,121	44	1181, 1182	0.1260%
II-4605	E	1,101	44	1202*, 1203*	0.1237%
II-4606	ER	1,101	44	1279*, 1280*	0.1237%
II-4607	DR	1,121	44	1277*, 1278*	0.1260%
II-4608	CR	1,213	42	1246, 1247	0.1366%
II-4609	BR	938	43	1201*	0.1057%
II-PH-1	PH-1	3,309	79	1231*, 1232*, 1233*, 1234*	0.3708%
II-PH-1R	PH-1R	3,309	79	1183, 1184, 1185, 1186	0.3708%
II-PH-2	PH-2	3,228	75	1242, 1243, 1244, 1245	0.3708%
II-PH-3	PH-3	4,771	120	1265, 1266, 1267, 1268	0.5281%
II-PH-3R	PH-3R	4,771	120	1273*, 1274*, 1275*, 1276*	0.5281%

**EXHIBIT "A"**

**PHASE I  
PARKING APARTMENTS:**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-2001*	132.33	0.0153%
PA-2002*	136	0.0153%
PA-2003*	134.5	0.0153%
PA-2004*	134.5	0.0153%
PA-2005*	136	0.0153%
PA-2006*	134.5	0.0153%
PA-2007*	134.5	0.0153%
PA-2008*	136	0.0153%
PA-2009*	132.33	0.0153%
PA-2037*	136	0.0153%
PA-2038*	134.5	0.0153%
PA-2039*	134.5	0.0153%
PA-2040*	141.33	0.0153%
PA-2041	151.5	0.0172%
PA-2042	153	0.0172%
PA-2085*	133.33	0.0153%
PA-2086*	136	0.0153%
PA-2087*	134.5	0.0153%
PA-2137*	134.5	0.0153%
PA-2138*	136	0.0153%
PA-2139*	133.33	0.0153%
PA-2169	151.5	0.0172%
PA-2170	151.5	0.0172%
PA-2171	153	0.0172%
PA-2172	151.5	0.0172%
PA-2185	150	0.0172%
PA-2186	150	0.0172%
PA-2187	150	0.0172%
PA-2188	153	0.0172%
PA-2189	150	0.0172%
PA-3001*	132.33	0.0153%
PA-3002*	136	0.0153%
PA-3003*	134.5	0.0153%
PA-3004*	134.5	0.0153%
PA-3005*	136	0.0153%
PA-3006*	134.5	0.0153%
PA-3007*	134.5	0.0153%
PA-3008*	136	0.0153%

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-3009*	132.33	0.0153%
PA-3063	151.5	0.0172%
PA-3085*	133.33	0.0153%
PA-3086*	136	0.0153%
PA-3087*	134.5	0.0153%
PA-3111*	134.5	0.0153%
PA-3112*	134.5	0.0153%
PA-3113*	134.5	0.0153%
PA-3137*	134.5	0.0153%
PA-3138*	136	0.0153%
PA-3139*	133.33	0.0153%
PA-3168	153	0.0172%
PA-3169	151.5	0.0172%
PA-3170	151.5	0.0172%
PA-3171	153	0.0172%
PA-3172	151.5	0.0172%
PA-3173	153	0.0172%
PA-3186	150	0.0172%
PA-3187	150	0.0172%
PA-3188	150	0.0172%
PA-3189	153	0.0172%
PA-3190	150	0.0172%
PA 4001*	132.33	0.0153%
PA-4002*	136	0.0153%
PA-4003*	134.5	0.0153%
PA-4004*	134.5	0.0153%
PA-4005*	136	0.0153%
PA-4006*	134.5	0.0153%
PA-4007*	134.5	0.0153%
PA-4008*	136	0.0153%
PA-4009*	132.33	0.0153%
PA-4063	151.5	0.0172%
PA-4085*	133.33	0.0153%
PA 4086*	136	0.0153%
PA-4087*	134.5	0.0153%
PA-4111*	134.5	0.0153%
PA-4112*	134.5	0.0153%
PA-4113*	134.5	0.0153%

**PHASE I  
PARKING APARTMENTS (Continued):**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-4137*	134.5	0.0153%
PA-4138*	136	0.0153%
PA-4139*	133.33	0.0153%
PA-4168	153	0.0172%
PA-4169	151.5	0.0172%
PA-4170	151.5	0.0172%
PA-4171	153	0.0172%
PA-4172	151.5	0.0172%
PA-4173	153	0.0172%
PA-4186	150	0.0172%
PA-4187	150	0.0172%
PA-4188	150	0.0172%
PA-4189	153	0.0172%
PA-4190	150	0.0172%
PA-5001*	132.33	0.0153%
PA-5002*	136	0.0153%
PA-5003*	134.5	0.0153%
PA-5004*	134.5	0.0153%
PA-5005*	136	0.0153%
PA-5006*	134.5	0.0153%
PA-5007*	134.5	0.0153%
PA-5008*	136	0.0153%
PA-5009*	132.33	0.0153%
PA-5045	151.5	0.0172%
PA-5046	151.5	0.0172%
PA-5047	153	0.0172%
PA-5048	151.5	0.0172%
PA-5067*	133.33	0.0153%
PA-5068*	136	0.0153%
PA-5069*	134.5	0.0153%
PA-5119*	134.5	0.0153%
PA-5120*	136	0.0153%
PA-5121*	133.33	0.0153%
PA-5152	151.5	0.0172%
PA-5153	153	0.0172%
PA-5154	151.5	0.0172%
PA-5155	153	0.0172%
PA-5168	150	0.0172%

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-5169	150	0.0172%
PA-5170	150	0.0172%
PA-5171	153	0.0172%
PA-5172	150	0.0172%
LPA-1001*	141.33	0.0153%
LPA-1002*	134.5	0.0153%
LPA-1003*	134.5	0.0153%
LPA-1004*	136	0.0153%
LPA-1005*	134.5	0.0153%
LPA-1006*	134.5	0.0153%
LPA-1007*	136	0.0153%
LPA-1008*	134.5	0.0153%
LPA-1009*	134.5	0.0153%
LPA-1010*	136	0.0153%
LPA-1011*	134.5	0.0153%
LPA-1012*	134.5	0.0153%
LPA-1013*	136	0.0153%
LPA-1014*	134.5	0.0153%
LPA-1015*	134.5	0.0153%
LPA-1016*	141.33	0.0153%
LPA-1017	151.5	0.0172%
LPA-1018	153	0.0172%
LPA-1019	151.5	0.0172%
LPA-1020	151.5	0.0172%
LPA-1021	153	0.0172%
LPA-1022	151.5	0.0172%
LPA-1023	151.5	0.0172%
LPA-1024	153	0.0172%
LPA-1025	151.5	0.0172%
LPA-1026	151.5	0.0172%
LPA-1027	153	0.0172%
LPA-1028	151.5	0.0172%
LPA-1029	151.5	0.0172%
LPA-1030	153	0.0172%
LPA-1031	151.5	0.0172%
LPA-1034	151.5	0.0172%
LPA-1035	151.5	0.0172%

**PHASE I  
PARKING APARTMENTS (Continued):**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest	Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
LPA-1036	153	0.0172%	LPA-1074*	134.5	0.0153%
LPA-1037	151.5	0.0172%	LPA-1075*	136	0.0153%
LPA-1038	151.5	0.0172%	LPA-1076*	134.5	0.0153%
LPA-1039	153	0.0172%	LPA-1077*	134.5	0.0153%
LPA-1040	151.5	0.0172%	LPA-1078*	136	0.0153%
LPA-1041	151.5	0.0172%	LPA-1079*	134.5	0.0153%
LPA-1042	153	0.0172%	LPA-1080*	134.5	0.0153%
LPA-1043	151.5	0.0172%	LPA-1081*	136	0.0153%
LPA-1044	151.5	0.0172%	LPA-1082*	134.5	0.0153%
LPA-1045	153	0.0172%	LPA-1083*	134.5	0.0153%
LPA-1046	151.5	0.0172%	LPA-1084*	136	0.0153%
LPA-1047	151.5	0.0172%	LPA-1085*	134.5	0.0153%
LPA-1048	153	0.0172%	LPA-1086*	134.5	0.0153%
LPA-1049	151.5	0.0172%	LPA-1087*	134.5	0.0153%
LPA-1050	151.5	0.0172%	LPA-1088*	136	0.0153%
LPA-1051	153	0.0172%	LPA-1089*	134.5	0.0153%
LPA-1052	151.5	0.0172%	LPA-1090*	134.5	0.0153%
LPA-1053	151.5	0.0172%	LPA-1091*	136	0.0153%
LPA-1054	153	0.0172%	LPA-1092*	134.5	0.0153%
LPA-1055	151.5	0.0172%	LPA-1093*	134.5	0.0153%
LPA-1056	151.5	0.0172%	LPA-1094*	136	0.0153%
LPA-1057	153	0.0172%	LPA-1095*	134.5	0.0153%
LPA-1058	151.5	0.0172%	LPA-1096*	134.5	0.0153%
LPA-1059*	133.33	0.0153%	LPA-1097*	136	0.0153%
LPA-1060*	136	0.0153%	LPA-1098*	134.5	0.0153%
LPA-1061*	134.5	0.0153%	LPA-1099*	134.5	0.0153%
LPA-1062*	134.5	0.0153%	LPA-1100*	136	0.0153%
LPA-1063*	136	0.0153%	LPA-1101*	134.5	0.0153%
LPA-1064*	134.5	0.0153%	LPA-1102*	134.5	0.0153%
LPA-1065*	134.5	0.0153%	LPA-1103*	136	0.0153%
LPA-1066*	136	0.0153%	LPA-1104*	134.5	0.0153%
LPA-1067*	134.5	0.0153%	LPA-1105*	134.5	0.0153%
LPA-1068*	134.5	0.0153%	LPA-1106*	136	0.0153%
LPA-1069*	136	0.0153%	LPA-1107*	134.5	0.0153%
LPA-1070*	134.5	0.0153%	LPA-1108*	134.5	0.0153%
LPA-1071*	134.5	0.0153%	LPA-1109*	136	0.0153%
LPA-1072*	136	0.0153%	LPA-1110*	134.5	0.0153%
LPA-1073*	134.5	0.0153%	LPA-1111*	134.5	0.0153%

**PHASE I  
PARKING APARTMENTS (Continued):**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
LPA-1112*	136	0.0153%
LPA-1113*	133.33	0.0153%
LPA-H1114	150	0.0172%
LPA-H1115	151.5	0.0172%
LPA-H1116	151.5	0.0172%
LPA-H1117	151.5	0.0172%
LPA-1118	151.5	0.0172%
LPA-1119	153	0.0172%
LPA-1120	151.5	0.0172%
LPA-1121	151.5	0.0172%
LPA-1122	153	0.0172%
LPA-1123	151.5	0.0172%
LPA-1124	151.5	0.0172%
LPA-1125	153	0.0172%
LPA-1126	151.5	0.0172%
LPA-1127	151.5	0.0172%
LPA-1128	153	0.0172%
LPA-1129	151.5	0.0172%
LPA-1130	151.5	0.0172%
LPA-1131	153	0.0172%
LPA-1132	151.5	0.0172%
LPA-1133	151.5	0.0172%
LPA-1134	153	0.0172%
LPA-1135	151.5	0.0172%
LPA-1136	151.5	0.0172%
LPA-1137	153	0.0172%
LPA-1138	151.5	0.0172%
LPA-1139	151.5	0.0172%
LPA-1140	153	0.0172%
LPA-1141	151.5	0.0172%
LPA-1142	151.5	0.0172%
LPA-1143	153	0.0172%
LPA-1144	151.5	0.0172%
LPA-1145	150	0.0172%
LPA-1146*	133.33	0.0153%
LPA-1147	153	0.0172%
LPA-1148*	136	0.0153%
LPA-1149	150	0.0172%

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
LPA-1150*	133.33	0.0153%
LPA-1151	150	0.0172%
LPA-1152*	133.33	0.0153%
LPA-1153	153	0.0172%
LPA-1154*	136	0.0153%
LPA-1155	150	0.0172%
LPA-1156*	133.33	0.0153%
LPA-1157	150	0.0172%
LPA-1158	150	0.0172%
LPA-1159	150	0.0172%
LPA-1160	153	0.0172%
LPA-1161	150	0.0172%
LPA-2027*	134.5	0.0153%
LPA-2028*	136	0.0153%
LPA-2029*	134.5	0.0153%
LPA-2030*	134.5	0.0153%
LPA-2031*	136	0.0153%
LPA-2032*	134.5	0.0153%
LPA-2033*	134.5	0.0153%
LPA-2034*	136	0.0153%
LPA-2035*	134.5	0.0153%
LPA-2036*	134.5	0.0153%
LPA-2043	151.5	0.0172%
LPA-2044	151.5	0.0172%
LPA-2045	153	0.0172%
LPA-2046	151.5	0.0172%
LPA-2047	151.5	0.0172%
LPA-2048	153	0.0172%
LPA-2049	151.5	0.0172%
LPA-2050	151.5	0.0172%
LPA-2051	153	0.0172%
LPA-2052	151.5	0.0172%

**PHASE II  
PARKING APARTMENTS:**

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-1187	151.5	0.0172%
PA-1188	153	0.0172%
PA-1189	151.5	0.0172%
PA-1190	151.5	0.0172%
PA-1191	153	0.0172%
PA-1192	153	0.0172%
PA-1193	153	0.0172%
PA-1194*	136	0.0153%
PA-1195*	134.5	0.0153%
PA-1196*	134.5	0.0153%
PA-1197*	136	0.0153%
PA-1198*	134.5	0.0153%
PA-1235*	134.5	0.0153%
PA-1236*	136	0.0153%
PA-1237*	134.5	0.0153%
PA-1239	151.5	0.0172%
PA-1240	153	0.0172%
PA-1241	151.5	0.0172%
PA-1269	151.5	0.0172%
PA-1271*	141.33	0.0153%
PA-1272*	134.5	0.0153%
PA-2214	151.5	0.0172%
PA-2215	153	0.0172%
PA-2216	151.5	0.0172%
PA-2217	151.5	0.0172%
PA-2218	153	0.0172%
PA-2221	150	0.0172%
PA-2244*	134.5	0.0153%
PA-2245*	136	0.0153%
PA-2246*	133.33	0.0153%
PA-2247*	133.33	0.0153%
PA-2248*	136	0.0153%
PA-2249*	134.5	0.0153%
PA-2272	153	0.0172%
PA-2273	153	0.0172%
PA-2274	150	0.0172%
PA-2311	151.5	0.0172%
PA-2313*	141.33	0.0153%

Parking Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
PA-2314*	134.5	0.0153%
PA-2315*	134.5	0.0153%
PA-2316*	136	0.0153%
PA-2317*	134.5	0.0153%
PA-3217	151.5	0.0172%
PA-3218	151.5	0.0172%
PA-3219	153	0.0172%
PA-3268	153	0.0172%
PA-3269	153	0.0172%
PA-3270*	133.33	0.0153%
PA-3271	153	0.0172%
PA-3272	150	0.0172%
PA-3273	150	0.0172%
PA-3274	153	0.0172%
PA-3275	150	0.0172%
PA-3276*	150	0.0153%
PA-3277	153	0.0172%
PA-3314	151.5	0.0172%
PA-3315	153	0.0172%
PA-3316	151.5	0.0172%
PA-3317*	141.33	0.0153%
PA-3318*	134.5	0.0153%
PA-3319*	134.5	0.0153%
PA-3320*	136	0.0153%
PA-3321*	134.5	0.0153%
PA-4217	151.5	0.0172%
PA-4218	151.5	0.0172%
PA-4219	153	0.0172%
PA-4268	153	0.0172%
PA-4269	153	0.0172%
PA-4270*	133.33	0.0153%
PA-4271	153	0.0172%
PA-4272	150	0.0172%
PA-4273	150	0.0172%
PA-4274	153	0.0172%
PA-4275	150	0.0172%
PA-4276*	150	0.0153%
PA-4277	153	0.0172%

**PHASE II  
PARKING APARTMENTS (Continued):**

<b>Parking Apartment Number</b>	<b>**Approx. Apt. Area in Square Feet</b>	<b>Common Interest</b>
PA-4314	151.5	0.0172%
PA-4315	153	0.0172%
PA-4316	151.5	0.0172%
PA-4317*	141.33	0.0153%
PA-4318*	134.5	0.0153%
PA-4319*	134.5	0.0153%
PA-4320*	136	0.0153%
PA-4321*	134.5	0.0153%
PA-5249*	134.5	0.0153%
PA-5250	153	0.0172%
PA-5251	153	0.0172%
PA-5252*	133.33	0.0153%
PA-5253	153	0.0172%
PA-5254	150	0.0172%
PA-5255	150	0.0172%
PA-5256	153	0.0172%
PA-5257	150	0.0172%
PA-5258*	133.33	0.0153%
PA-5259	153	0.0172%
PA-5290	151.5	0.0172%
PA-5291	153	0.0172%
PA-5292	150	0.0172%
PA-5293*	141.33	0.0153%
PA-5294*	134.5	0.0153%
PA-5295*	134.5	0.0153%
PA-5296*	136	0.0153%
PA-5297*	134.5	0.0153%

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**PHASE I  
STORAGE APARTMENTS:**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S101	112	0.0228%
S102	120	0.0228%
S103	134	0.0228%
S104	206	0.0280%
S105	165	0.0228%
S106	133	0.0228%
S107	81	0.0119%
S108	190	0.0228%
S109	98	0.0119%
S110	41	0.0119%
S111	110	0.0228%
S112	111	0.0228%
S113	76	0.0119%
S114	97	0.0119%
S115	93	0.0119%
S201	112	0.0228%
S202	120	0.0228%
S203	134	0.0228%
S204	206	0.0280%
S205	141	0.0228%
S206	140	0.0228%
S207	148	0.0228%
S208	179	0.0228%
S209	96	0.0119%
S210	141	0.0228%
S211	69	0.0119%
S212	141	0.0228%
S213	177	0.0228%
S214	177	0.0228%
S215	141	0.0228%
S216	141	0.0228%
S217	179	0.0228%
S218	148	0.0228%
S219	135	0.0228%
S220	96	0.0119%
S221	222	0.0280%
S222	96	0.0119%

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S223	91	0.0119%
S224	69	0.0119%
S301	112	0.0228%
S302	122	0.0228%
S303	132	0.0228%
S304	92	0.0119%
S305	103	0.0228%
S306	104	0.0228%
S307	104	0.0228%
S308	104	0.0228%
S309	100	0.0119%
S310	107	0.0228%
S311	176	0.0228%
S312	129	0.0228%
S313	150	0.0228%
S314	208	0.0280%
S315	154	0.0228%
S316	143	0.0228%
S317	57	0.0119%
S318	144	0.0228%
S319	96	0.0119%
S320	124	0.0228%
S321	141	0.0228%
S322	69	0.0119%
S323	222	0.0280%
S324	85	0.0119%
S325	187	0.0228%
S326	115	0.0228%
S327	174	0.0228%
S328	116	0.0228%
S329	174	0.0228%
S330	125	0.0228%
S331	102	0.0228%
S332	228	0.0280%
S333	118	0.0228%
S334	141	0.0228%
S335	69	0.0119%

**PHASE I  
STORAGE APARTMENTS (Continued):**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S336	124	0.0228%
S337	96	0.0119%
S338	144	0.0228%
S339	57	0.0119%
S340	139	0.0228%
S341	63	0.0119%
S342	222	0.0280%
S343	96	0.0119%
S344	91	0.0119%
S401	112	0.0228%
S402	122	0.0228%
S403	132	0.0228%
S404	92	0.0119%
S405	103	0.0228%
S406	104	0.0228%
S407	104	0.0228%
S408	104	0.0228%
S409	100	0.0119%
S410	107	0.0228%
S411	176	0.0228%
S412	129	0.0228%
S413	150	0.0228%
S414	208	0.0280%
S415	154	0.0228%
S416	143	0.0228%
S417	57	0.0119%
S418	144	0.0228%
S419	96	0.0119%
S420	124	0.0228%
S421	141	0.0228%
S422	69	0.0119%
S423	222	0.0280%
S424	85	0.0119%
S425	187	0.0228%
S426	115	0.0228%
S427	174	0.0228%
S428	116	0.0228%

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S429	174	0.0228%
S430	125	0.0228%
S431	102	0.0228%
S432	228	0.0282%
S433	118	0.0228%
S434	141	0.0228%
S435	69	0.0119%
S436	124	0.0228%
S437	96	0.0119%
S438	144	0.0228%
S439	57	0.0119%
S440	139	0.0228%
S441	63	0.0119%
S442	222	0.0280%
S443	96	0.0119%
S444	91	0.0119%
S501	112	0.0228%
S502	122	0.0228%
S503	132	0.0228%
S504	92	0.0119%
S505	103	0.0228%
S506	104	0.0228%
S507	104	0.0228%
S508	104	0.0228%
S509	100	0.0119%
S510	107	0.0228%
S511	176	0.0228%
S512	129	0.0228%
S513	150	0.0228%
S514	208	0.0280%
S515	154	0.0228%
S516	143	0.0228%
S517	57	0.0119%
S518	144	0.0228%
S519	124	0.0228%
S520	141	0.0228%
S521	69	0.0119%

**PHASE I  
STORAGE APARTMENTS (Continued):**

<b>Storage Apartment Number</b>	<b>**Approx. Apt. Area in Square Feet</b>	<b>Common Interest</b>
S522	222	0.0280%
S523	85	0.0119%
S524	187	0.0228%
S525	115	0.0228%
S526	174	0.0228%
S527	116	0.0228%
S528	174	0.0228%
S529	125	0.0228%
S530	102	0.0228%
S531	118	0.0228%
S532	141	0.0228%
S533	69	0.0119%
S534	124	0.0228%
S535	144	0.0228%
S536	57	0.0119%
S537	139	0.0228%
S538	63	0.0119%
S539	222	0.0280%
S540	96	0.0119%
S541	91	0.0119%

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**PHASE II  
STORAGE APARTMENTS:**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest	Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S116	160	0.0228%	S234	122	0.0228%
S117	124	0.0228%	S235	84	0.0119%
S118	109	0.0228%	S236	209	0.0280%
S119	98	0.0119%	S237	194	0.0228%
S120	115	0.0228%	S238	206	0.0280%
S121	133	0.0228%	S239	96	0.0119%
S122	126	0.0228%	S240	120	0.0228%
S123	132	0.0228%	S241	150	0.0228%
S124	226	0.0280%	S242	225	0.0280%
S125	154	0.0228%	S243	122	0.0228%
S126	116	0.0228%	S244	95	0.0119%
S127	96	0.0119%	S245	97	0.0119%
S128	165	0.0228%	S246	95	0.0119%
S129	136	0.0228%	S247	172	0.0228%
S130	95	0.0119%	S248	162	0.0228%
S131	209	0.0280%	S249	144	0.0228%
S132	195	0.0228%	S250	114	0.0228%
S133	206	0.0280%	S251	91	0.0119%
S134	96	0.0119%			
S135	119	0.0228%	S345	195	0.0228%
S136	149	0.0228%	S346	131	0.0228%
S137	213	0.0280%	S347	137	0.0228%
S138	95	0.0119%	S348	144	0.0228%
S139	97	0.0119%	S349	90	0.0119%
S140	92	0.0119%	S350	90	0.0119%
S141	148	0.0228%	S351	177	0.0228%
S142	122	0.0228%	S352	150	0.0228%
S143	152	0.0228%	S353	113	0.0228%
			S354	153	0.0228%
S225	89	0.0119%	S355	142	0.0228%
S226	96	0.0119%	S356	227	0.0280%
S227	97	0.0119%	S357	122	0.0228%
S228	127	0.0228%	S358	158	0.0228%
S229	162	0.0228%	S359	102	0.0228%
S230	141	0.0228%	S360	158	0.0228%
S231	191	0.0228%	S361	185	0.0228%
S232	171	0.0228%	S362	222	0.0280%
S233	180	0.0228%	S363	141	0.0228%

**PHASE II  
STORAGE APARTMENTS (Continued):**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest	Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S364	124	0.0228%	S462	222	0.0280%
S365	144	0.0228%	S463	141	0.0228%
S366	143	0.0228%	S464	124	0.0228%
S367	150	0.0228%	S465	144	0.0228%
S368	150	0.0228%	S466	143	0.0228%
S369	103	0.0228%	S467	150	0.0228%
S370	123	0.0228%	S468	150	0.0228%
S371	133	0.0228%	S469	103	0.0228%
S372	132	0.0228%	S470	123	0.0228%
S373	177	0.0228%	S471	133	0.0228%
S374	57	0.0119%	S472	132	0.0228%
S375	96	0.0119%	S473	177	0.0228%
S376	69	0.0119%	S474	57	0.0119%
S377	85	0.0119%	S475	96	0.0119%
S378	115	0.0228%	S476	69	0.0119%
S379	137	0.0228%	S477	85	0.0119%
S380	177	0.0228%	S478	115	0.0228%
S381	102	0.0228%	S479	137	0.0228%
S382	156	0.0228%	S480	177	0.0228%
S383	82	0.0119%	S481	102	0.0228%
			S482	156	0.0228%
S445	195	0.0228%	S483	82	0.0119%
S446	131	0.0228%			
S447	137	0.0228%	S542	195	0.0228%
S448	144	0.0228%	S543	131	0.0228%
S449	90	0.0119%	S544	137	0.0228%
S450	90	0.0119%	S545	144	0.0228%
S451	177	0.0228%	S546	90	0.0119%
S452	150	0.0228%	S547	90	0.0119%
S453	113	0.0228%	S548	177	0.0228%
S454	153	0.0228%	S549	150	0.0228%
S455	142	0.0228%	S550	113	0.0228%
S456	227	0.0280%	S551	153	0.0228%
S457	122	0.0228%	S552	142	0.0228%
S458	158	0.0228%	S553	122	0.0228%
S459	102	0.0228%	S554	158	0.0228%
S460	158	0.0228%	S555	102	0.0228%
S461	185	0.0228%	S556	158	0.0228%

**PHASE II  
STORAGE APARTMENTS (Continued):**

Storage Apartment Number	**Approx. Apt. Area in Square Feet	Common Interest
S557	185	0.0228%
S558	222	0.0280%
S559	141	0.0228%
S560	124	0.0228%
S561	144	0.0228%
S562	143	0.0228%
S563	150	0.0228%
S564	150	0.0228%
S565	103	0.0228%
S566	123	0.0228%
S567	133	0.0228%
S568	177	0.0228%
S569	132	0.0228%
S570	57	0.0119%
S571	69	0.0119%
S572	85	0.0119%
S573	115	0.0228%
S574	137	0.0228%
S575	177	0.0228%
S576	102	0.0228%
S577	156	0.0228%
S578	82	0.0119%

**\*\*APARTMENT AREAS**

The areas for the Residential Apartments reported above are “net living areas” measured in accordance with paragraph 3.2 of the Declaration. The areas for the Parking Apartments reported above are “net floor areas” measured in accordance with paragraph 3.3 of the Declaration. The areas for the Storage Apartments reported above are “net floor areas” measured in accordance with paragraph 3.4 of the Declaration.

**COMMON INTERESTS**

The common interest for each Apartment was determined by dividing the Apartment’s approximate net living (or floor) area by the approximate aggregate net living (and floor) area of all of the Apartments, and converting the resulting fraction into a percentage. For

purposes of computing common interests, all compact sized Parking Apartments were considered to have the same approximate net floor area and were assigned a common interest of 0.0153%, and all regular and handicap sized Parking Apartments were considered to have the same approximate net floor area and were assigned a common interest of 0.0172%, even though the actual net floor areas of the various Parking Apartments differ. Also, for purposes of computing common interests, the Storage Apartments were placed into three categories depending on their net floor areas. All Storage Apartments with net floor areas of 100 square feet or less were assigned a common interest of 0.0119%, all Storage Apartments with net floor areas of 101 to 200 square feet were assigned a common interest of 0.0228%, and all Storage Apartments with net floor areas of 201 square feet or more were assigned a common interest of 0.0280%, except for Storage Apartment S432, which was assigned a common interest of 0.0282%.

The aggregate common interest appurtenant to all of the Residential Apartments equals 86.552%. The aggregate common interest appurtenant to all of the Parking Apartments equals 6.500%. The aggregate common interest appurtenant to all of the Storage Apartments equals 6.948%. The aggregate common interest appurtenant to all of the Apartments equals 100%.

### **PARKING APARTMENTS**

All Parking Apartments are covered. Parking Apartments whose numbers are followed by “\*” are compact stalls. Parking Apartments whose numbers include an “H” are handicap stalls. All other Parking Apartments are regular sized.

### **LIMITED COMMON ELEMENT PARKING STALLS**

All assigned limited common element parking stalls are covered. Assigned parking stalls whose numbers are followed by “\*” are compact stalls. Assigned parking stalls whose numbers begin with an “H” are handicap stalls. All other assigned parking stalls are regular sized. Apartment Owners may transfer assigned limited common element parking stalls pursuant to this Declaration, provided that each Residential Apartment shall always have at least one (1) parking stall as an appurtenant limited common element. Under certain circumstances described in paragraph 9.2 of the Declaration, the Owner of an Apartment to which a handicap parking stall is assigned may be required to transfer such stall to another Apartment in exchange for a non-handicap stall.

### **\*\*\*NOTE RE: RESIDENTIAL APARTMENTS I-609 AND II-602**

In addition to the parking stalls shown in the chart above as assigned to Residential Apartments I-609 and II-602, these Apartments also are initially assigned the following limited common element handicap stalls:

<b>Residential Apt. Number</b>	<b>Extra Handicap Stalls Assigned</b>
I-609	H1032, H2062, H3062, H4062, H5044
II-602	H1238, H1270, H2219, H2220, H2312, H3222, H3223, H4222, H4223, H5204, H5205

**GUEST PARKING AND LOADING STALLS**

In addition to the assigned limited common element parking stalls, the Project contains fourteen (14) uncovered street-level guest parking stalls in Phase I, numbered 1HG001 (which is a handicap guest stall), 1G002, 1G003, 1G004, 1G005, 1G006, 1G007, 1G008, 1G009, 1G010, 1G011, 1G012, 1G013 and 1G014, and sixteen (16) uncovered street-level guest parking stalls in Phase II, numbered 2HG001 (which is a handicap guest stall), 2G002, 2G003, 2G004, 2G005, 2G006, 2G007, 2G008, 2G009, 2G010, 2G011, 2G012, 2G013, 2G014, 2G015 and 2G016. The Project also contains three (3) loading stalls on Level 1 of the Phase I Parking structure, numbered L101, L102 and L103, and three (3) loading stalls on Level 1 of the Phase II Parking structure, numbered L109, L110 and L111.

## **BOUNDARIES OF APARTMENTS**

Each Residential Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, including floor coverings, (iii) any doors and door frames, windows or panels along the perimeters, window frames, (iv) all fixtures originally installed therein, and (v) the decorated or finished surface of the floor, walls (if any) and ceiling of the lanai(s) appurtenant to the Apartment, the railing (if any) of such lanai(s) and the lanai air space. The Residential Apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the party walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Residential Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through such Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as provided in the Declaration.

Each Parking Apartment shall be deemed to include a rectangular floor surface area of between 132.33 and 153 square feet (as shown on Exhibit "A" attached to this Public Report) bounded on the ends and sides by marked parallel lines (or, in some cases, by a wall or other permanent monument boundary), as shown on the Condominium Map. Each Parking Apartment shall include the airspace enclosed by imaginary vertical planes extending upward from each of the floor surface boundary lines (or other permanent monument boundaries) to a height of eight (8) feet, or to one inch below the surface of the ceiling (if any) immediately above the Parking Apartment, whichever is lower. The Parking Apartments shall not be deemed to include the underlying slab except for its surface, nor any part of the ceiling (if any) immediately above said Parking Apartments, nor any pipes, conduits, wires, or other mechanical installations penetrating the Parking Apartments' air space.

Each Storage Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, (iii) any doors and door frames in the perimeter walls, and (iv) all fixtures originally installed therein. The Storage Apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the party walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Storage Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through such Storage Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as provided in the Declaration.

Should the descriptions and divisions set forth in the Declaration conflict with the depictions and divisions shown on the Condominium Map, the Condominium Map shall control. The Condominium Map, however, is intended to show only the layout, location, Apartment numbers and dimensions of the Apartments and elevations of the buildings and is not intended and shall not be deemed to contain or make any other representation or warranty.

The approximate areas of the Residential Apartments set forth in Exhibit “A” attached to this Public Report are “net living areas” based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Residential Apartments set forth in Exhibit “A” are not exact but are approximations based on the floor plans of each type of Residential Apartment. The measurements of the Residential Apartments set forth in Exhibit “A” may not follow the designation of the limits of the Residential Apartments (the legally designated areas of the Residential Apartments) set forth above and in the Declaration, and the net living areas set forth in Exhibit “A” may be greater than the floor areas of the Residential Apartments as so designated and described above and in the Declaration.

The approximate areas of the Parking Apartments set forth in Exhibit “A” attached to this Public Report are “net floor areas” based on measurements taken from the floor surface boundaries of the Parking Apartments as described above and in paragraph 3.7 of the Declaration.

The approximate areas of the Storage Apartments set forth in Exhibit “A” attached to this Public Report are “net floor areas” based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Storage Apartments set forth in Exhibit “A” are not exact but are approximations based on the floor plans of each Storage Apartment. The measurements of the Storage Apartments set forth in Exhibit “A” may not follow the designation of the limits of the Storage Apartments (the legally designated areas of the Storage Apartments) set forth above and in the Declaration and the net living areas set forth in Exhibit “A” may be greater than the floor areas of the Storage Apartments as so designated and described above and in the Declaration.

## **PERMITTED ALTERATIONS**

Subject to the provisions of the Declaration, Chapter 514A of the Hawaii Revised Statutes (the "Act") and applicable zoning, and except as otherwise provided in the Bylaws, no Owner of an Apartment shall, without the prior written approval of the Board of Directors of the Association (the "Board") and, make any structural alterations in or additions to his Apartment or make any alterations in or additions to the exterior of his Apartment (including painting, installing or altering awnings, jalousies and screens) or to the common elements.

Except as otherwise provided in the Declaration or Bylaws, an Owner may make non-structural alterations and additions solely within his Apartment, or solely within a limited common element appurtenant to and for the exclusive use of his Apartment, at the Owner's sole cost and expense, provided that such alterations or additions do not affect any other Apartment or other common elements or change the exterior or appearance of the Project, and provided, further, that any building permit required for such alterations or additions is first duly obtained and filed with the Board and the proposed alteration or addition will not adversely affect the Project's insurance rating or premiums.

No Apartment Owner shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of the Building or protruding through the walls, windows or roofs thereof.

No Apartment Owner shall, without the prior written approval of the Board, make any structural modifications, changes, additions or alterations to the Apartment's lanai or add any awnings, sunscreens, louvers, exhaust vents, wind baffles, drain, door, window, panel or otherwise partially or wholly enclose the lanai. The Board may withhold its approval based upon the terms of the Declaration, the effect such proposed modifications, changes, additions or alterations may have on the appearance of the lanai and the Building, and based upon considerations of applicable zoning restrictions and requirements and the terms of any permits or authorizations pursuant to which the Project has been designed and constructed and any declarations of covenants or restrictions now or hereafter recorded against the Project in accordance with the requirements of such permits or authorizations.

It is intended that the exterior of the Project present a uniform appearance. To effect that end, all interior window coverings (including curtains, drapes and screens of any kind) visible from outside of the Apartment shall include a backing of an off-white color, and of a type and general appearance approved by the Board. In addition, Owners may not, without the prior written approval of the Board, apply any substance, material or process to the exterior or interior surfaces of the Apartment's windows that may alter the exterior color, appearance or reflectivity of the windows.

To minimize ambient noise at the Project, and for the comfort and enjoyment of all Owners, if any part of an Apartment's floors are covered with hardwood or any comparable material with substantially similar acoustic characteristics, no less than 60% of the floor area

### **EXHIBIT "C"**

#### **Page 1 of 2**

covered by such hardwood or similar material shall at all times be covered by an area rug or rugs, at the Owner's sole cost and expense.

The Owner of any two or more adjacent Apartments separated by a common element wall may alter or remove all or portions of such wall if the structural integrity of the Building is not thereby affected and if the finish of the remaining common element(s) is restored to a condition substantially comparable to that of the common element prior to such alterations. Such alteration shall require only the written approval of the Board, including the Board's approval of the Owner's plans for such alteration, together with the approval of the holders of first mortgages on all Apartments affected by such alteration, and the approval of the appropriate agencies of the State of Hawaii and/or the City and County of Honolulu if such agencies so require. The Board's approval may be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. Such alteration may be undertaken without an amendment to the Bylaws or to the Declaration or the filing of a complete set of floor plans of the Project as so altered. If, in the reasonable judgment of the Board, the alterations or additions are substantial in nature, the Board may require that the Owner of the Apartments affected provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the Owner obtain a performance and lien payment bond, naming as obligees the Board, the Association and all Apartment Owners and their mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. Prior to the termination of the common ownership of any such adjacent Apartments, the Owner of such Apartments shall be obligated to restore the intervening wall between the Apartments to substantially the same condition in which the wall existed prior to its alteration or removal.

Notwithstanding anything to the contrary contained in the Bylaws, the Declaration or the Rules and Regulations, Owners with disabilities shall be permitted to make reasonable modifications to their Apartments and/or common elements, at their expense (including the cost of obtaining any bonds required by the Declaration, the Bylaws or the Act), if such modifications are necessary to enable them to use and enjoy their Apartments and/or the common elements, as the case may be, provided that any Owner with a disability desiring to make such modifications shall make such request, in writing, to the Board of Directors. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. The Board of Directors shall not unreasonably withhold or delay their consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required in order to consider such request, whichever shall last occur.

Article VIII of the Bylaws contains additional information regarding alterations to the Apartments, the common elements and the limited common elements.

**EXHIBIT "C"**

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## **COMMON ELEMENTS**

The common elements consist of all portions of the Project other than the Apartments, including specifically, but not limited to:

(a) The land of the Project (the "Land"), in fee simple, and any easements appurtenant thereto;

(b) The limited common elements described in paragraph 5 of the Declaration;

(c) All foundations, columns, girders, beams, supports, perimeter walls, load-bearing walls, roofs, stairs and stairways, elevator cars, shafts, doors and related equipment, pumps, ducts, pipes, wires, conduits, or other utility or service lines located outside of the Apartments and which are utilized for or serve more than one Apartment, and generally all equipment, apparatus, installations and personal property existing for common use in any part of the Buildings or located on the Land;

(d) All pipes, wires, ducts, conduits or other utility or service lines running through an Apartment which are utilized by or serve more than one Apartment;

(e) All recreational facilities and other amenities of the Project, including, but not limited to, the swimming pool, picnic/barbeque areas and jogging paths located on the sixth level recreation deck of the Phase I Parking structure, the tennis courts, putting green, golf driving range and jogging path located on the sixth level recreation deck of the Phase II Parking structure, the recreation room and fitness center located on the sixth floor of the Phase I Apartment Tower, and the recreation room and fitness center located on the sixth floor of the Phase II Apartment Tower, all as more particularly shown on the Condominium Map;

(f) All lobbies, elevators, driveways and other common ways, all covered and uncovered parking and loading spaces (excluding, however, the Parking Apartments), all storage areas not located within an Apartment (excluding, however, the Storage Apartments), all landscaping, courtyards, fences, gates, retaining walls, mailboxes, trash areas, utility and maintenance rooms and facilities, accessory equipment areas, including electrical and mechanical rooms or facilities located on the Land or within the Buildings and serving more than one Apartment;

(g) All other improvements on the Land that are not part of any Apartment.

## **LIMITED COMMON ELEMENTS**

The limited common elements set aside and reserved for the exclusive use of the Apartments to which they are assigned are as follows:

(a) Each Apartment shall have appurtenant thereto as limited common elements all pipes, wires, ducts, conduits or other utility or service lines located within or running through the Apartment and utilized by or serving only that Apartment.

(b) Each Residential Apartment shall have appurtenant thereto as a limited common element the parking stall(s) designated as appurtenant to the Apartment on Exhibit "A" attached hereto and on Exhibit "C" attached to the Declaration.

(c) Each Residential Apartment shall have appurtenant thereto as a limited common element the mailbox designated with the Apartment's number and located in the ground floor mail area of the Building in which the Apartment is located.

(d) The Residential Apartments, as a group, shall have appurtenant thereto as limited common elements all recreational amenities and facilities located on the sixth level recreation deck of the Phase I Parking Structure and the Phase II Parking Structure, including (but not limited to) the swimming pool, picnic/barbeque areas, jogging paths, tennis courts, putting green and golf driving range located thereon.

(e) The Phase I Residential Apartments, as a group, shall have appurtenant thereto as limited common elements all parts of the Phase I Apartment Tower that are not part of any Apartment, from (and including) the sixth floor through (and including) the roof of the Phase I Apartment Tower.

(f) The Phase II Residential Apartments, as a group, shall have appurtenant thereto as limited common elements all parts of the Phase II Apartment Tower that are not part of any Apartment, from (and including) the sixth floor through (and including) the roof of the Phase I Apartment Tower.

(g) Any other common element of the Project that is rationally related to a single Apartment shall be deemed a limited common element appurtenant to and for the exclusive use of that Apartment, it being the intent of this paragraph 5 to apportion rights to use and obligations to repair and maintain all common elements as equitably as reasonably possible among the various Apartments.

**EXHIBIT "E"**

**Page 1 of 1**

## ENCUMBRANCES AGAINST TITLE

That certain Preliminary Report dated **November 10, 2003**, issued by Title Guaranty of Hawaii, Inc., discloses that the land of the Project is subject to the following encumbrances:

1. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC. and HAWAIIAN TELEPHONE COMPANY (now known as VERIZON HAWAII INC.)  
DATED : February 12, 1987  
FILED : Land Court Document No. 1454696  
GRANTING : a perpetual right and easement for utility purposes

2. DESIGNATION OF EASEMENT "C"

PURPOSE : access and utility  
SHOWN : on Map 125, as set forth by Land Court Order No. 86218, filed September 14, 1987

3. Easements in favor of others entitled thereto as set forth by Land Court Order No. 86218, filed September 14, 1987.

4. Real Property taxes as may be due and owing. Refer to the City and County of Honolulu Director of Finances for further information.

### NOTES:

**1. PRIOR TO RECORDATION OF THE DECLARATION AND ISSUANCE OF A FINAL CONDOMINIUM PUBLIC REPORT FOR THE PROJECT, THE DEVELOPER INTENDS TO RECORD IN THE LAND COURT (AND MAKE THE PROJECT SUBJECT TO) A DECLARATION OF MERGER OF CONDOMINIUM PHASES IN SUBSTANTIALLY THE FORM ATTACHED TO THIS PRELIMINARY PUBLIC REPORT AS EXHIBIT "J".**

**2. PRIOR TO RECORDATION OF THE DECLARATION AND ISSUANCE OF A FINAL CONDOMINIUM PUBLIC REPORT, THE DEVELOPER MAY OBTAIN CONSTRUCTION FINANCING FOR THE PROJECT AND GIVE A BLANKET MORTGAGE ON THE PROJECT'S LAND AS SECURITY. SECTION III.E ON PAGE 15 OF THE PUBLIC REPORT TO WHICH THIS EXHIBIT IS ATTACHED EXPLAINS MORE ABOUT A POSSIBLE BLANKET MORTGAGE ON THE LAND.**

### EXHIBIT "F"

Page 1 of 2

**3. PRIOR TO RECORDATION OF THE DECLARATION AND ISSUANCE OF A FINAL CONDOMINIUM PUBLIC REPORT, THE DEVELOPER WILL ENTER INTO AND CAUSE TO BE RECORDED A DEVELOPMENT AGREEMENT WITH HAWAII COMMUNITY DEVELOPMENT AUTHORITY. THE PROJECT WILL BE SUBJECT TO THE TERMS OF THE DEVELOPMENT AGREEMENT, AS MORE PARTICULARLY EXPLAINED ON PAGES 20 AND 20-A OF THE PUBLIC REPORT TO WHICH THIS EXHIBIT IS ATTACHED, AND IN PARAGRAPH 17 OF THE DECLARATION.**

## **DEVELOPER'S RESERVED WITHDRAWAL AND MERGER RIGHTS**

Paragraph 23 of the Declaration provides as follows:

### **23. Reservation to Withdraw Phase II; Right to Merge.**

23.1 **Withdrawal Rights.** Any other provision in this Declaration to the contrary notwithstanding, prior to the time that any sales contract for the purchase and sale of any Phase II Apartment has become binding upon both the seller and the buyer under such contract, the Developer shall have the right (but shall not be obligated) in its sole discretion under this paragraph 23, without being required to obtain the consent or joinder of any person or group of persons, including the Association, any Apartment Owner or any mortgagee, lien holder, Apartment purchaser, or any other person who may have an interest in the Project or in any Apartment, to remove and delete from the Project and from the effect of this Declaration and the Act all or portions of the Land, Apartments, common elements, limited common elements and all other improvements herein and/or on the Condominium Map identified or described as comprising "Phase II". Those parts of the Project withdrawn pursuant to the rights reserved to the Developer in this paragraph 23 are sometimes hereinafter called the "Withdrawn Property."

23.2 **Effect of Withdrawal.** Upon such removal and deletion of the Withdrawn Property as set forth in this paragraph 23, and with no further action required, no Apartment Owner, mortgagee, lien holder, Apartment purchaser or any other person (other than the Developer and the holder of any blanket mortgage covering the Withdrawn Property) who may have an interest in the Project or any Apartment shall have any legal or equitable interest in the Withdrawn Property (it being the intent hereof that upon such removal and deletion, fee simple title to the Withdrawn Property, including the Land, common elements and Apartments so removed and deleted and any interests appurtenant thereto, will be vested solely in the Developer). If deemed necessary to effect the intent of this paragraph 23, each Apartment Owner, mortgagee, lien holder and any other person who may have an interest in the Project or any Apartment shall, if requested by the Developer, unconditionally quitclaim and/or release its interest (if any) in the Withdrawn Property to the Developer.

23.3 **Rights to Subdivide, Amend, Etc.** In the exercise of the rights reserved in this paragraph 23, the Developer may at any time (i) file and process to final approval an application with the City and County of Honolulu for the legal subdivision of that portion of the Project to be withdrawn, (ii) file or record supporting file plans, maps or other instruments in the Land Court or the Bureau of Conveyances of the State of Hawaii or both, as may be required, (iii) record one or more amendments to this Declaration in the Land Court containing an amended description of the Land and/or Apartments and/or common elements covered by this Declaration and deleting therefrom the Withdrawn Property, and amending the common interests appurtenant to the remaining Apartments by increasing such common interests so that the aggregate common interest appurtenant to all remaining Apartments equals 100%, (iv) file in the Land Court an amended Condominium Map reflecting the changes to the Apartments and/or the common elements and/or the removal and deletion of the Withdrawn Property, and (v) if deemed appropriate, apply for and obtain from the Real Estate Commission of the State of Hawaii a

## **EXHIBIT "G"**

### **Page 1 of 3**

Supplementary Public Report describing the changes made in the Project pursuant to the terms of this paragraph 23. Any changes to the Apartments and/or the common elements and/or the common interests and/or removal and deletion of any portion of the Land and/or Apartments and/or common elements made pursuant to this paragraph 23 shall be deemed effective for all purposes upon the recordation in the Land Court of the amendment(s) to this Declaration and Condominium Map referenced herein.

23.4 **Power of Attorney.** The Developer shall have the absolute right, notwithstanding the lease, sale or conveyance of any Phase I Apartment, and without being required to obtain the consent or joinder of any Apartment Owner, lien holder or other persons, to effect the changes to the Apartments and/or common elements and/or the removal and deletion of all or portions of Phase II in accordance with this paragraph 23, and to execute, record and/or file the herein described application, amendments, quitclaims, releases and any and all other instruments necessary or appropriate for the purpose of effecting the changes and/or removal and deletion of portions of the Land and/or Apartments and/or common elements as contemplated hereby. Any such action shall be deemed taken by the Developer as the true and lawful attorney-in-fact of the respective Phase I Apartment Owners and lien holders. Each and every person acquiring an interest in any Apartment, the Project or the Land covered by this Declaration, by such acquisition, consents to such changes (including an increase in the common interest appurtenant to any Apartment owned by such person and a concomitant increase in such person's ownership interest in the Project's remaining common elements), deletion and/or removal and to the recordation of such documents as may be necessary to effect the same; agrees to execute such documents and do such other things as may be necessary or convenient to effect the same; and appoints the Developer his, her or its attorney-in-fact with full power of substitution to execute such documents and do such other things on his, her or its behalf, which grant of such power, being coupled with an interest, is irrevocable and shall not be affected by the disability of any such person.

23.5 **Rights to Deal With Withdrawn Property.** Upon the deletion and removal from the Project of the Withdrawn Property pursuant to the rights reserved to the Developer in this paragraph 23, the Developer shall have the absolute right, without the joinder or consent of any other party except the holder of any blanket lien encumbering the Withdrawn Property, to convey, sell, lease, pledge or otherwise transfer to any third party (whether or not related to the Developer) some or all of the Developer's interest in and/or title to some or all of the Withdrawn Property, or to develop, improve (or cooperate with any subsequent owner of the Withdrawn Property in such development or improvement) or otherwise deal with or dispose of the Withdrawn Property or any portions thereof in such manner as the Developer, in its sole discretion, sees fit.

23.6 **Rights Regarding New Project and Merger.** Without limiting the generality of the foregoing, the Developer (or the Developer's successor in interest in and to the Withdrawn Property) may (but shall not be obligated to) submit all or portions of the Withdrawn Property to a separate condominium property regime by executing and recording in the Land Court a separate declaration of condominium property regime, bylaws and condominium map and such other documents as may be required. At any time following the establishment of all or

a portion of the Withdrawn Property as a separate condominium property regime (the “New Project”), the Developer shall have the right (but shall not be obligated), without the joinder or consent of any person or group of persons, including the Association, any Apartment Owner or any mortgagee, lien holder, Apartment purchaser, or any other person who may have an interest in the Project or in any Apartment, to cause a merger of the Project with such New Project (and/or to cooperate with any subsequent owner of the New Project in causing such merger) in accordance with the provisions and requirements of that certain Declaration of Merger of Condominium Phases (the “Declaration of Merger”) pertaining to the Project and recorded in the Land Court immediately prior to recordation of this Declaration. This Declaration is expressly made subject to the Declaration of Merger, and all of the terms and provisions of the Declaration of Merger, including all reservations of rights in favor of the Developer as “Declarant” therein, are hereby incorporated into this Declaration by reference as if stated herein in their entirety.

23.7 **Successors and Assigns.** The rights of the Developer under this paragraph 23 shall extend to the Developer and its respective successors and assigns.

23.8 **Amendment of this Paragraph 23.** Notwithstanding any provision herein to the contrary, this paragraph 23 may not be amended without the written consent and joinder of the Developer for so long as the Developer retains an ownership interest in any Apartment in the Project.

**ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS  
FOR  
MOANA PACIFIC**

**Estimate of Initial Maintenance Fees:**

<u>Apartment Type</u>	<u>Monthly Fee</u>	<u>X 12 Months</u>	<u>= Yearly Total</u>
A	\$254.18		\$3,050.16
B/BR	\$335.84		\$4,030.08
C/CR	\$434.02		\$5,208.24
D/DR	\$400.34		\$4,804.08
E/ER	\$393.03		\$4,716.36
PH-1/PH-1R/PH-2	\$1,178.14		\$14,137.68
PH-3/PH-3R	\$1,677.92		\$20,135.04
Parking (regular)	\$19.19		\$230.28
Parking (compact)	\$17.07		\$204.84
Storage (100 sf or less)	\$13.27		\$159.24
Storage (101 to 200 sf)	\$25.43		\$305.16
Storage (201 sf or more)	\$31.23		\$374.76
Storage Apt. S432	\$31.45		\$377.40

Apartment owners shall not be obligated for the payment of their respective shares of the common expenses until such time as the Developer files with the Real Estate Commission (and delivers to each apartment owner affected) a disclosure statement providing that, commencing upon a date certain stated in the disclosure statement, each owner of an apartment identified in such disclosure statement shall become obligated to pay his respective share of the common expenses.

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

Estimate of Maintenance Fee Disbursement for  
Moana Pacific

12-04-03

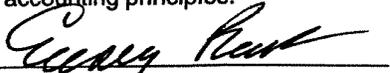
Utilities and Services	Monthly	Annually
Electricity (common elements only)	\$50,000	\$600,000
TV Cable	\$20,000	\$240,000
Water	\$6,000	\$72,000
Sewer	\$13,000	\$156,000
Gas	\$600	\$7,200
Telephone (common elements only)	\$1,200	\$14,400
<b>Contract Services</b>		
Air Conditioning	\$800	\$9,600
Window Cleaning	\$7,400	\$88,800
Elevator	\$8,000	\$96,000
Pest Control	\$300	\$3,600
Mechanical Systems	\$3,000	\$36,000
Refuse	\$4,000	\$48,000
<b>Maintenance, Repairs, Supplies</b>		
Air Conditioning	\$2,000	\$24,000
Cleaning Supplies	\$1,000	\$12,000
Elevator	\$600	\$7,200
Grounds	\$3,000	\$36,000
Electrical/Lighting	\$2,000	\$24,000
Plumbing	\$1,000	\$12,000
Pool, Spa & Gym	\$2,000	\$24,000
Paint/Apt. Painting	\$200	\$2,400
Security Equipment	\$1,000	\$12,000
Fire System	\$400	\$4,800
Building Repairs	\$2,000	\$24,000
Misc Repairs & Purchases	\$1,000	\$12,000
Tools	\$200	\$2,400
Building Maint.- Other	\$2,000	\$24,000
Amenities	\$800	\$9,600
<b>Payroll and Benefits</b>		
P/R Manager	\$6,000	\$72,000
P/R Maintenance	\$35,000	\$420,000
P/R Security	\$30,000	\$360,000
P/R Office	\$2,000	\$24,000
Workers Comp	\$5,000	\$60,000
TDI	\$350	\$4,200
Health Care	\$8,500	\$102,000
Payroll Taxes	\$7,000	\$84,000
Payroll Prep	\$260	\$3,120
Rent - Manager Apartment	\$2,000	\$24,000
<b>Professional Services</b>		
M.A. Admin Supplies & Services	\$1,500	\$18,000
AOAO Admin Expenses	\$800	\$9,600
Education	\$400	\$4,800
Management Services	\$5,206	\$62,472
Audit	\$104	\$1,248
Legal Fees	\$500	\$6,000
Consulting Fees	\$500	\$6,000
Newsletter Exp	\$300	\$3,600
<b>Other Expenses</b>		
Insurance	\$35,000	\$420,000
Uninsured Exp	\$2,000	\$24,000

**Estimate of Maintenance Fee Disbursement for  
Moana Pacific**

12-04-03

Miscellaneous Expense	\$100	\$1,200
State General Excise Tax	\$100	\$1,200
Reserves	\$13,880	\$166,560
<b>TOTAL</b>	<b>\$290,000</b>	<b>\$3,480,000</b>

I, Emory Bush, as agent for/and/or employed by Hawaiiana Management Company, the condominium managing agent for Moana Pacific condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

  
\_\_\_\_\_  
Signature

12-05-03  
Date

Apartment owners shall not be obligated for the payment of their respective shares of the common expenses until such time as the Developer files with the Real Estate Commission an amended abstract providing that, commencing upon a date certain stated in the amended abstract, each apartment owner shall become obligated to pay his respective share of the common expenses.

Pursuant to 514A-83.6 HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The Budget amount for Reserves is an estimate only.

## **SUMMARY OF SALES CONTRACT AND ESCROW AGREEMENT**

The Sales Contract provides for the sale of a condominium apartment (the "Apartment") by the Developer to a Buyer. The Escrow Agreement provides how the funds paid by the Buyer under the Sales Contract to Escrow are to be held and released. Both the Sales Contract and Escrow Agreement contain many important provisions which are not set out here and should be carefully reviewed by every prospective Buyer.

The Sales Contract provides for the number, amount and timing of payments the Buyer is to make to Escrow. The Escrow Agreement provides that Escrow is to collect these payments and hold them in accounts with banks or savings institutions that are federally insured. The Sales Contract and Escrow Agreement provide who gets to keep interest that may be earned on the funds with Escrow. If the Sales Contract is signed before the Real Estate Commission has issued an effective date for a Final Public Report (or a Supplementary Public Report having the effect of a Final Public Report) covering the Apartment and before certain other things have happened (as described in the Sales Contract), the Sales Contract shall not be binding on the Buyer or the Seller, and either of them may cancel it at any time before it becomes binding. After the Sales Contract becomes binding, it may be cancelled by the Developer, among other reasons, if the Buyer is obtaining financing and fails to obtain a lender commitment within a certain time period specified in the Sales Contract, or if the Buyer is a cash buyer and fails to furnish satisfactory evidence of ability to pay within other time periods. In certain cases, the Buyer may be responsible for cancellation fees.

The Sales Contract provides that commencing upon the date the Sales Contract becomes binding between Buyer and Seller in accordance with Section F.1(b) of the Sales Contract, Escrow may disburse to Seller all or portions of Buyer's funds deposited with Escrow (i) prior to closing and completion of construction of Buyer's Apartment to pay construction costs of the building(s) and other improvements of the Project, and (ii) after closing but prior to completion of construction of Buyer's Apartment to pay construction and other costs (including architectural, engineering, finance and legal fees and other incidental expenses of the Project), in accordance with and subject to the requirements of Hawaii's condominium law (Chapter 514A of the Hawaii Revised Statutes, as amended) and the Escrow Agreement. The Sales Contract provides that no interest will be earned or paid on Buyer's funds that are used to pay construction costs in accordance with the Sales Contract and the Escrow Agreement and the condominium law.

The Escrow Agreement provides for the closing or settlement of the sale. Escrow collects all payments and other amounts owed under the Sales Contract, including closing costs which are shared between the Developer and the Buyer as set forth in the Sales Contract.

If the Buyer defaults under the Sales Contract after an effective date is issued for a Final Public Report for the Project and the Final Public Report is "accepted" by the Buyer, the Buyer may lose all of the deposits with Escrow and the Developer, at its option, may pursue other legal remedies. If the Developer defaults under the Sales Contract, the Buyer shall be entitled to specific performance of the Sales Contract, or shall have the right to cancel and terminate the

Sales Contract. Under the Sales Contract, the Developer promises to complete construction of the Apartment within two (2) years from the effective date of the Sales Contract, provided that the two (2) year period may be extended under certain circumstances specified in Section F.6 of the Sales Contract.

If the Buyer cancels and terminates the Sales Contract because of the Developer's default, the Developer shall repay to the Buyer all sums the Buyer has paid to the Developer or to Escrow under the Sales Contract, and the Buyer may pursue other legal or equitable remedies.

The Sales Contract confirms that the Buyer has had the opportunity to read and approve certain important legal documents for the Project, including the Declaration, Bylaws, and Rules and Regulations. The Sales Contract also provides that the rights of any construction lender with a mortgage against the Project will be superior to the rights of the Buyer under the Sales Contract.

The Sales Contract provides that prior to the Effective Date of the Sales Contract, the Seller shall have the right to change the Project and modify the Project's documents in any way, including (but not limited to) the right to increase the purchase price under the Sales Contract or to terminate the Project, in which case the Buyer will be entitled to a refund of all sums paid by Buyer under the Sales Contract. The Sales Contract also provides that the Seller has the right to change the Project and the Project's documents in certain ways after the Effective Date of the Sales Contract, including changes that reduce the Project's common elements and the number of apartments and increase the common interest appurtenant to the Buyer's apartment, all without the Buyer's joinder or consent, and all as more particularly disclosed in the Sales Contract and on pages 20 and 20-a of the Public Report to which this exhibit is attached, and also in Exhibits "G" and "J" attached to the Public Report.

The Sales Contract limits the Buyer's right to assign the Sales Contract and provides that the Seller may require a consent fee for any transfer. The Sales Contract provides for "pre-closing." "Pre-closing" means that Escrow may set a time for the Buyer to sign all of the documents Escrow asks the Buyer to sign, including the Apartment Deed and other closing documents, and the Buyer will pay the Buyer's share of the closing costs, as estimated by Escrow, even though the Buyer's Apartment may not be ready for occupancy. Buyer's share of closing costs include one-half of Escrow's fee, all recording fees, real property taxes and other prorations, Buyer's notary fees, up to four (4) months' maintenance start-up fees, title report and title insurance fees, conveyance tax, and fees charged by a lender if the Buyer is financing the purchase of his Apartment with a loan. Escrow then handles the closing, the transfer of title in accordance with the Escrow Agreement. The Apartment must be conveyed to the Buyer free and clear of any blanket liens, such as mortgages covering more than one apartment.

By signing the Sales Contract, the Buyer acknowledges that sales and construction activity at the Project by the Developer may continue after closing of the Buyer's purchase.

The Escrow Agreement provides certain protections to Escrow in the event of a dispute between the Buyer and the Developer. These protections include the right to file an

“interpleader” and the right to recover certain fees and costs. In an interpleader action the escrow deposit is given to the court to decide what action to take. The Escrow Agreement sets out escrow fees, escrow cancellation fees and the fees for certain policies of title insurance.

**THIS SUMMARY IS NOT COMPLETE AND WILL NOT CONTROL IN THE EVENT OF ANY CONFLICT WITH A PROVISION IN THE SALES CONTRACT OR THE ESCROW AGREEMENT. PROSPECTIVE BUYERS ARE CAUTIONED AND ENCOURAGED TO READ CAREFULLY THE SALES CONTRACT AND ESCROW AGREEMENT.**

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Return by Mail ( ) Pickup ( ) To:

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Tax Map Key No. (1) 2-3-10-28  
Total No. of Pages:

**DECLARATION OF MERGER OF CONDOMINIUM PHASES**

**WHEREAS**, KC RAINBOW DEVELOPMENT CO. LLC, a Hawaii limited liability company (hereinafter called the “Declarant”), is the owner in fee simple of the land described in Exhibit “A” attached hereto and made a part hereof (the “Property”); and

**WHEREAS**, the Declarant currently intends to develop the Property as a single condominium property regime in two phases (hereinafter called “Phase I” and “Phase II”), but wishes to reserve the right to subdivide the Property and develop Phase I and Phase II as separate condominium property regimes, or to develop additional condominium property regimes (Phase I, Phase II and such other condominium property regimes are hereinafter called “phases”) and to reserve the further right to merge the phases subsequently, either for management and administrative purposes only, or for ownership purposes as provided herein; and

**WHEREAS**, to effectuate the foregoing purpose the Declarant desires to establish covenants, restrictions and easements as part of a general and incremental plan of development so that, in the event that the Phases are established as separate condominium property regimes, upon completion of the development of the separate phases and the decision of the Declarant to merge such phases, the phases so merged shall be treated for administrative purposes (and possibly for ownership purposes) as integral parts of a single merged condominium project (the “Merged Project”);

**NOW, THEREFORE**, the Declarant hereby declares that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, easements, covenants and conditions, all of which are

**EXHIBIT “J”**  
**Page 1 of 9**

declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property and for the merger of phases in accordance with Section 5 14A-19 of the Hawaii Revised Statutes, as amended, and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. All of the limitations, covenants, easements, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of and be binding upon each owner and such owner's heirs, devisees, personal representatives, successors, successors in trust and assigns.

1. **Definition of Merger.** Except as provided in paragraph 7 below where the definition of "merger" is expanded to include the merger of ownership interests, for the purposes hereof, "merger" shall mean and refer to the unification of the management and use of any phase with the management and use of any other phase or phases in accordance with the provisions hereof. Merger may occur with respect to any two or more phases at the same or at different times, and merger with respect to any two of such phases shall not affect the right of the Declarant to merge separately or together the other phases at a later date, subject to all of the terms, covenants and conditions herein contained.

2. **Merger.** The Declarant shall have the absolute right, notwithstanding the lease, sale or conveyance of any or all of the apartments in any of the phases being merged, and without being required to obtain the consent or joinder of any apartment owner, lien holder or other persons, to effect any merger in accordance with the provisions hereof, and to execute and file the below-described certificate and any and all other instruments necessary or appropriate for the purpose of effecting the merger of phases as contemplated hereby. Except with respect to merger in accordance with the provisions of paragraph 7 below, where additional amendments must be filed, merger shall take effect upon completion of all of the following:

(a) **Declaration and Condominium Map.** The Declarant shall have filed with respect to each phase to be merged a Declaration of Condominium Property Regime and Condominium Map. Each such Declaration of Condominium Property Regime, other than the Declaration of Condominium Property Regime being filed concurrently herewith, shall be in form substantially similar to the Declaration of Condominium Property Regime being filed concurrently herewith (with modifications for the physical description of the phase, the apartments and common elements, and the percentage of common interest appurtenant to apartments therein).

(b) **Development.** The apartments and common elements described in the respective Declarations of Condominium Property Regime for the phases to be merged shall have been constructed and a Certificate of Substantial Completion issued therefor.

(c) **Certificate of Compliance.** The Declarant shall have filed for record a certificate stating that the requirements of subparagraphs 2(a) and 2(b) hereof have been satisfied, that merger of the phases has become effective, and that the merger has not resulted in a breach of any of the conditions set out in paragraph 3 hereof.

3. **Limitations on Merger.** All mergers shall take place prior to the twentieth (20th) anniversary date hereof (the "Expiration Date"), and no merger shall take place after the Expiration Date unless and until approved by the vote or written consent of apartment owners owning not less than sixty-five percent (65%) of the total common interest of the phases to be merged.

4. **Effect of Merger.** From and after the effective date of a merger in accordance with the provisions of paragraph 2 hereof, the following consequences shall ensue:

(a) **Use of Common Elements.** Each apartment in the Merged Project shall have appurtenant thereto nonexclusive easements and rights to use the common elements in each of the merged phases to the same extent as, and subject to the same limitations as are imposed upon, apartments in each of such phases as though the merged phases had been developed as a single project.

(b) **Common Expenses.** The merged phases will each bear a share of the total common expenses of the Merged Project, as the term "common expenses" is defined in the respective Declarations of Condominium Property Regime for the merged phases, treating all merged phases as one project for this purpose. The share for each phase shall be a fraction, the numerator of which shall be the number of gross interior square feet of apartment floor area in such phase, and the denominator of which shall be the number of gross interior square feet of all of the apartments in the Merged Project. Each apartment's share of the common expenses of the Merged Project shall be the product of the common interest appurtenant to the apartment multiplied by the share of the common expenses allocated to the phase in which said apartment is located.

(c) **Accumulated Funds.** Any long-term funds accumulated for the purpose of major repairs and replacements in any pre-existing phase or phases prior to the merger of phases shall remain intact in a separate account for such pre-existing phase or phases, or shall be isolated and identified as pertaining only to the pre-existing phase or phases, and shall be expended solely for the contemplated purposes before funds from any other source are so expended, and the interest in such funds of each apartment owner in that phase or in those phases shall be equal to his share of the vote prior to merger, and such interest shall not be separated from the apartment to which it appertains, and shall be deemed to be conveyed with such apartment even though not expressly mentioned or described in the instrument of conveyance. Other reserve funds shall be consolidated and maintained as a single fund for the Merged Project; and if necessary so that the interest in such other reserve funds attributable to each apartment in the Merged Project shall be equal to that apartment's share of the vote in the Merged Project, the Board shall make adjustments to the account of each apartment owner by (i) refund in whole or in part; and/or (ii) credit in whole or in part against future assessments; and/or (iii) special assessments or series of assessments; and/or (iv) any other means consistent with generally accepted accounting principles; provided, however, that the Board shall make such adjustments without charging any apartment owner a special assessment for reserves in any one month which exceeds more than twenty percent (20%) of the monthly assessment for other common expenses, after excluding any assessment for reserves. Except as provided above, there shall be only one common fund for the Merged Project.

(d) **Association of Apartment Owners/Managing Agent.** The Association of Apartment Owners provided for in each phase shall be merged into a single Association governing the entire Merged Project. There shall be only one Managing Agent.

(e) **Voting.** Each of the merged phases shall have the same share of the total votes of the Merged Project as the share set forth above for the sharing of common expenses. Thus, each apartment owner's total vote will be the product of the common interest appurtenant to his apartment multiplied by the fractional share of the common expenses allocated to the phase in which said apartment is located.

(f) **Election of Board.** Within sixty (60) days following any merger of phases a special meeting of the Association of Apartment Owners of the Merged Project shall be called to elect a new Board of Directors to replace any existing Board of Directors and to govern the Merged Project. The procedure for calling and holding such meeting and all other meetings of such Association shall be the procedure for calling and holding special meetings of the Association of Apartment Owners set forth in the applicable Bylaws of the Association of Apartment Owners.

Notwithstanding anything provided to the contrary in the Bylaws of any of the phases, the Board of Directors of the Association of Apartment Owners of the Merged Project shall consist of at least nine members unless apartment owners having not less than seventy-five percent (75%) of the total vote in the Merged Project vote by mail ballot, or at an annual or special meeting of the Association, to reduce the minimum number of directors. In the event that nine directors are required, five (5) apartment owners shall be elected to serve for one year and four (4) apartment owners shall be elected to serve for two years, and thereafter every director shall be elected to serve a two-year term.

(g) **Interpretation.** For the purpose of administration and use of the Merged Project, the phases after merger shall be treated as part of a single project developed as a whole from the beginning; and for such purpose the applicable Declarations of Condominium Property Regime and Bylaws thereafter shall be construed as one document applicable to the entire Merged Project, provided that in the event of any conflict between such instruments, the Declaration and Bylaws filed simultaneously herewith shall control. From and after the date of any merger, all of the phases so merged shall be treated for purposes of administration, use and sharing of common expenses as though they had been developed as a single project.

(h) **Ownership.** Except as otherwise provided herein, the merger shall affect the administration and use of the phases and the sharing of common expenses only, and shall not affect the ownership of apartments and common elements in the respective phases. Except as otherwise provided herein, each apartment owner owning an apartment in a particular phase shall not own any part of another phase unless said apartment owner shall also own an apartment in that other phase.

5. **Amendment.** Any amendment to this Declaration of Merger shall require the consent of the Declarant and the approval of apartment owners (other than the Declarant) in each phase who own at least 65 % of the common interest not owned by Declarant in that phase.

6. **Declarant's Right to Deal with Phases Prior to Merger.** Nothing in this Declaration of Merger shall be construed to require the Declarant to develop any phase or merge any phase, once developed, with any other phase or to prohibit the Declarant from dealing freely with any phase not merged into the Merged Project, including, without limitation, developing the whole or any part of such phase for a purpose inconsistent with a merger of such phase into the Merged Project.

7. **Merger of Ownership Interests.** The provisions of this paragraph shall only apply in the event that Declarant shall elect to merge ownership of the phases in addition to effecting the administrative merger of phases. The filing of the below-described amendments to effect the merger of ownership interests shall be conclusive evidence that Declarant has elected to merge ownership of the phases. In the event that Declarant shall elect to merge ownership of the phases, the provisions of this paragraph shall control in any event of conflict with the other provisions hereof. Notwithstanding anything herein provided to the contrary, "merger" for purposes of this paragraph shall mean and refer to, in addition to any other definition provided herein, the allocation of ownership interests in one phase to apartment owners in another phase and vice versa. Each such merger shall take effect upon the filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii of the certificate of compliance referred to above plus an amendment to the respective Declarations of Condominium Property Regime of the phases being merged merging the projects and setting forth at least the undivided percentage interest appurtenant to each apartment in the merged projects, and such other matters as the Declarant deems necessary or appropriate.

Each apartment in the Merged Project shall have appurtenant thereto an undivided percentage interest in the common elements of all of the merged phases in the same proportion that such apartment's gross area bears to the total gross area of all of the apartments in the Merged Project, as shown on the Condominium Map or Maps and/or as set forth in the respective Declarations of Condominium Property Regime for the phases. The gross floor area of each apartment shall be that set forth in the Declaration of Condominium Property Regime describing the apartment or, if not so set forth, then shall be calculated by measuring from the exterior surface of the perimeter walls and the center line of the party walls as shown on the Condominium Map or Maps and any amendment thereto, and shall include all of the walls and partitions within the perimeter walls, whether load-bearing or non-load bearing. If calculation shall be necessary, a determination made at the time of the merger (subject to redetermination if necessary at the time of the filing of the "as-built" certificate for such new phases) by a registered Hawaii architect selected by Declarant as to the gross area of each apartment shall be conclusive and binding upon all apartment owners unless such calculation is clearly and materially erroneous. The percentage interest appurtenant to each apartment shall be calculated and rounded off in such a manner that each percentage interest will be reflected as a number having no more than five digits following the decimal point. Adjustments to the common interest for each apartment may be made in Declarant's discretion in order that the total common interest equals 100%.

Notwithstanding anything herein provided to the contrary, each apartment's undivided percentage interest, upon merger and when calculated in accordance with the provisions of this

paragraph, shall constitute such apartment's proportionate share in the common elements, profits and common expenses of the Merged Project, and such apartment's proportionate representation for all other purposes, including voting in the Merged Project; provided, however, that the apartment in any new phase being merged into an existing and completed phase shall not be assessed nor shall it have any obligation with respect to debts or obligations for such completed phase incurred prior to the issuance of a temporary or permanent certificate of occupancy for that apartment in the new phase. Upon the filing of any such certificate and amendment, the deeds for the apartments of the Merged Project which have been filed in the Office of the Assistant Registrar shall be deemed automatically amended to reflect the newly assigned undivided percentage interest appurtenant to the respective apartments.

Declarant shall have the absolute right, notwithstanding the lease, sale or conveyance of any or all of the apartments in any of the phases being merged, and without being required to obtain the consent or joinder of any apartment owner, lien holder or other persons, to effect a merger in accordance with the provisions hereof, and to execute and file the above-described amendments and any and all other instruments necessary or appropriate for the purpose of effecting the merger of phases as contemplated hereby. Any such action shall be deemed taken by Declarant as the true and lawful attorney-in-fact of the respective apartment owners. Each and every party acquiring an interest in the property, by such acquisition, consents to all such mergers of phases and to the filing of such documents as may be necessary to effect the same; agrees to execute such documents and do such other things as may be necessary or convenient to effect the same, and appoints the Declarant and its assigns his attorney-in-fact with full power of substitution to execute such documents and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights and shall not be affected by the disability of any such party.

The rights of the Declarant hereunder shall extend to the Declarant, its successors and assigns.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Declarant has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 200\_

**KC RAINBOW DEVELOPMENT CO. LLC**, a  
Hawaii limited liability company

By: \_\_\_\_\_,  
FRED CHAN  
Its Manager

STATE OF HAWAII )  
 ) SS  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me personally appeared **FRED CHAN**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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Notary Public, State of Hawaii

My commission expires:

**EXHIBIT "A"**

All of that certain parcel of land situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 914, area 225,602 square feet, more or less, as shown on Map 129, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 880 of Bishop Trust Company, Limited;

Being the land(s) described in Transfer Certificate of Title No. \_\_\_\_\_ issued to KC RAINBOW DEVELOPMENT CO. LLC, a Hawaii limited liability company.

**BEING THE PREMISES ACQUIRED BY DEED**

GRANTOR : EVERSINE X, a California limited partnership

GRANTEE : KC RAINBOW DEVELOPMENT CO. LLC, a Hawaii limited liability company

DATED : \_\_\_\_\_, 200\_

FILED : Land Court Document No. \_\_\_\_\_

**EVERSHINE X**  
**c/o The Evershine Group**  
**19770 Stevens Creek Boulevard**  
**Cupertino, CA 95014-2456**  
**Telephone (408) 343-1088 Facsimile (408) 343-1089**

November 25, 2003

State of Hawaii, Real Estate Branch  
Professional & Vocational Licensing Division  
Dept. of Commerce & Consumer Affairs  
335 Merchant Street, Room 333  
Honolulu, Hawaii 96813

**Re: Statement of Intention to Transfer Real Property**  
**Property Description: TMK Nos. (1) 2-3-10-28 & -56, Honolulu, Hawaii**  
**Name of Transferor: Evershine X, a California limited partnership**  
**Name of Transferee: KC Rainbow Development Co. LLC.,**  
**a Hawaii limited liability company**

To Whom It May Concern:

This letter is to confirm that Evershine X, a California limited partnership ("Transferor"), which is the fee owner of the above described parcel(s) of real property ("Property"), is in negotiations with KC Rainbow Development Co. LLC, a Hawaii limited liability company ("Transferee"), to transfer fee title to the Property to Transferee.

In connection with the foregoing, Transferor hereby consents to:

(1) the Transferee's submission of an application for (and subsequent issuance of) a preliminary condominium public report for a proposed residential condominium project to be developed on the Property and to be known as "Moana Pacific," and

(2) the Transferee's submission of any and all applications for development rights and/or other entitlements concerning the Property,

prior to the actual transfer to Transferee of title to the Property; provided, however, that no conditions which either bind the Property, any of the owners of the Property or any prospective purchasers of interests in the Property shall be imposed by the issuance of such preliminary condominium public report or with respect to such applications for development rights or other entitlements until fee title to the Property shall, in fact, have been fully vested in Transferee in accordance with applicable law.

If you have any questions or if I can provide you with any further documentation concerning these matters, please contact me.

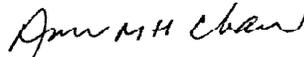
State of Hawaii, Real Estate Branch  
Professional & Vocational Licensing Division  
Dept. of Commerce & Consumer Affairs  
November 25, 2003

Very truly yours,

EVERSHINE X,  
a California limited partnership

By: EVERBRIGHT I, LLC,  
a California limited liability company

Its: General Partner



By: Annic M. H. Chan, Manager

cc: David Chan, K.C. Rainbow Development Corporation  
Wayne Okubo, The Evershine Group  
Allen Leong, Esq.  
Edward R. Brooks, Esq., & Jeffrey D. Watts, Esq., Brooks Tom Porter & Quitiquit, LLP  
Garth E. Pickett, Esq. & J. Randall Toch, Esq., Hopkins & Carley, A Law Corporation

EXHIBIT "K"