

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer PMK DEVELOPMENT LLC
Address 1001 Bishop Street, Pauahi Tower, Suite 1050, Honolulu, Hawaii 96813
Project Name (\*): CAPITOL PLACE
Address: 1200 Queen Emma Street, Honolulu, Hawaii 96813

Registration No. 5599 Effective date: March 16, 2005
Expiration date: April 16, 2006

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.
CONTINGENT FINAL: (green) The developer has legally created a condominium and has filed information with the Commission for this report which EXPIRES NINE (9) MONTHS after the above effective date.
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.
Must be read together with
This report reactivates the public report(s) which expired on

(\*) Exactly as named in the Declaration
This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.
FORM: RECO-30 1297 / 0298 / 0800 / 0203 / 0104

**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: **PMK DEVELOPMENT LLC<sup>o</sup>** Phone: **(808) 545-7722**  
 Name\* **1001 Bishop Street, Suite 1050**  
**Honolulu, Hawaii 96813**  
 Business Address

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):

<sup>o</sup> **A manager managed limited liability company**

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**Manager:** **MK2 Management LLC, a Hawaii limited liability, whose members are Punanahui, Inc., a Hawaii corporation, and Kobayashi Group LLC, a Hawaii limited liability company**  
**Authorized signatories: Jeffrey J. Arce/Kathryn W. Inouye/Bert A. Kobayashi/ Bert A. Kobayashi, Jr./Duncan MacNaughton/Eric Tema**

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**Members:** **MK2 LLC, a Hawaii limited liability company**  
**PG, LLC, a Hawaii limited liability company**

Real Estate Broker: **HEYER & ASSOCIATES LLC** Phone: **(808) 593-1788**  
 Name **1240 Ala Moana Boulevard, 6<sup>th</sup> Floor**  
**Honolulu, Hawaii 96814**  
 Business Address

Escrow **TITLE GUARANTY ESCROW SERVICES, INC.** Phone: **(808) 521-0211**  
 Name **235 Queen Street, 1<sup>st</sup> Floor**  
**Honolulu, Hawaii 96813**  
 Business Address

General Contractor: **Not Designated at this Time** Phone: \_\_\_\_\_  
 Name \_\_\_\_\_ (Business)  
 Business Address \_\_\_\_\_

Condominium Managing Agent: **HAWAIIANA MANAGEMENT COMPANY, LTD. \*** Phone: **(808) 593-9100**  
 Name **711 Kapiolani Boulevard, 7th Floor**  
**Honolulu, Hawaii 96813**  
 Business Address

Attorney for Developer: **McCORRISTON MILLER MUKAI MacKINNON LLP** Phone: **(808) 529-7300**  
 Name **Five Waterfront Plaza, Suite 400**  
**500 Ala Moana Boulevard**  
**Honolulu, Hawaii 96813**  
**Attn: D. Scott MacKinnon / Sharon H. Nishi**  
 Business Address

\* As of the Effective Date of this Condominium Public Report, the Developer has not entered into a management contract with Hawaiiana Management Company, Ltd. This may change.

**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:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	75%*
Bylaws	65%	65%
House Rules	---	**

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

\*\* **The House Rules may be amended by action of the Board of Directors of the Association of Apartment Owners of Capitol Place**

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:

**See Exhibit A**



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: 1200 Queen Emma Street Tax Map Key (TMK): (1) 2-1-009-011  
Honolulu, Hawaii 96813 (1) 2-1-009-018

Address  TMK is expected to change because the land underlying the Project may be consolidated and resubdivided

Land Area: 116,385  square feet  acre(s) Zoning: BMX-4 Central Business Mixed Use

Fee Owner: Pflueger Group LLC  
 Name  
777 Ala Moana Boulevard  
Honolulu, Hawaii 96813  
 Address

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

**1 -- Basement**  
**7 -- Platform**  
**33 -- Tower**

2. Number of Buildings: 1 Floors Per Building: \_\_\_\_\_  
 Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete       Hollow Tile       Wood

Other galvanized metal studs, vinyl windows, cementitious siding, drywall, flooring material, Glass & steel

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>394</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Commercial	<u>5</u>	<input checked="" 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 type="checkbox"/> Other	_____	<input 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:

[X] Pets: See Exhibit B

[X] Number of Occupants: See Exhibit B

[X] Other: See Exhibit B

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 8 Stairways: 5 Trash Chutes: 1

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>See Exhibit C</u>					

Total Number of Apartments: 399

\* Net Living Area 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:

Each apartment consists of the spaces within the perimeter and party walls, windows, doors, floors and ceiling(s) of the respective apartment.

Permitted Alterations to Apartments:

See Exhibit D

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 (see attachment 11a). Developer has elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls:	<u>849</u>						TOTAL
	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for <b>Residential Units</b> )	<u>369*</u>	<u>63<sup>◊</sup></u>	<u>0</u>	<u>0</u>	<u>228</u>	<u>30</u>	<u>698</u>
<b>Residential Guest</b>	<u>11*</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
<b>Assigned (for Commercial Units)</b>	<u>144</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>144</u>
Extra for Purchase	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other: <u>Loading</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
Total Covered & Open:	<u>591</u>		<u>0</u>		<u>258</u>		<u>849</u>

Each **residential** apartment will have the exclusive use of at least 1 parking stall(s).  
Buyers are encouraged to find out which stall(s) will be available for their use.

- \* Including 1 accessible parking stall and 4 van accessible parking stalls
- Including 2 accessible parking stalls
- ◊ Including 3 accessible parking stalls
- Including 1 accessible parking stall

Commercial parking garage permitted in condominium project.

Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool                       Storage Area                       Recreation Area

Laundry Area                       Tennis Court                       Trash Chute/Enclosure(s)

Other: See Exhibit E

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>	<u>          </u>	<u>          </u>
Structures	<u>    X    </u>	<u>          </u>	<u>          </u>
Lot	<u>    X    </u>	<u>          </u>	<u>          </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     E    .

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:

\* **Note: Land areas referenced herein are not legally subdivided lots**

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 F.

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 G describes the encumbrances against the title contained in the title report dated February 1, 2005 and issued by Title Guaranty of Hawaii, Incorporated.

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.

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

[X] There will be 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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
<b>Mortgage</b>	<b>If the Developer defaults before the apartment is conveyed to the buyer, the Mortgagee will have the right to decide whether to sell the apartment to the buyer under the Sales Contract. If the buyer's interest is terminated by the Mortgagee, then the buyer's deposit will be refunded to the buyer, less the escrow cancellation fee.</b>

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:

**See Exhibit H**

2. Appliances:

**See Exhibit H**

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

Construction is scheduled to commence in December 2005 and is scheduled to be completed in December 2007.

H. **Project Phases:**

The developer [ ] Has [X] 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):



## 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   J   contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated   as of February 14, 2005    
Exhibit   K   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.

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

- A) The Developer delivers to the buyer a copy of:
- 1) Either the Contingent Final Public Report **OR** the Supplementary Public Report which has superseded the Contingent 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.

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 issued 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. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)

Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)

Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

This Public Report is a part of Registration No. 5599 filed with the Real Estate Commission on February 22, 2005.

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C. Additional Information Not Covered Above

1. Commercial Apartments Nos. 1, 2, 3 and/or 4 to be Operated as an Automobile Dealership. Commercial Apartments Nos. 1, 2 and 3, located on Level 1 of the Platform, and Commercial Apartment No. 4, located on Level 2 of the Platform, initially will be owned by Pflueger Group, LLC or its nominee and initially may be operated as a Honda American automobile dealership.
2. Public Parking. Pursuant to that certain unrecorded Purchase and Sale Agreement (Block J) dated April 8, 2004 entered into by and between Pflueger Group, LLC and the City and County of Honolulu, Pflueger Group, LLC is obligated to provide public parking of not less than one hundred (100) vehicles at the Project site for a period of twelve (12) years in the aggregate. Upon completion of construction of the Project and for the then-remaining portion of the term of the public parking obligation, the required public parking will be provided at Level 3 of the Project's parking structure, in the area designated as a limited common element appurtenant to Commercial Apartment No. 5, which initially shall be owned by Pflueger Group, LLC (the "Commercial Apartment No. 5 Limited Common Element"). The owner of Commercial Apartment No. 5 shall operate the Commercial Apartment No. 5 Limited Common Element at its own cost and expense, and shall pay all costs of maintaining, repairing, replacing, and improving the Commercial Apartment No. 5 Limited Common Element and all utility costs with respect thereto, and shall be entitled to all receipts and revenues from operations of and at the Commercial Apartment No. 5 Limited Common Element.
3. Obstruction of Views. Neither the Developer nor any of its authorized agents, representatives or employees makes any representations, warranties or promises concerning any view, present or future, that may be enjoyed from all or any portion of any Apartment or the Project. The views from any Apartment or the Project may change, be affected or be obstructed by (i) construction or installation of buildings, improvements, structures, walls and/or landscaping by the Developer or owners of property outside the Project, and/or (ii) the growth of trees, landscaping and/or vegetation within or outside the Project.
4. Noise; Traffic. Each owner of an apartment in the Project ("Owner") understands, acknowledges, agrees and accepts that noise, dust, vibrations, and/or traffic in the vicinity of the Project may increase if and when any structures are constructed on lands adjacent to or in the vicinity of the Project. Each Owner and every other person who has any interest in the Project or who has the right to use the Project or any part of it gives up (in legal terms, "waives, releases and discharges") any rights, claims or actions that such person may have, now or in the future, against the Developer and its representatives, licensees, successors and assigns, and arising directly or indirectly out of or from additional noise, dust, vibrations, and/or additional traffic by reason of such further development.
4. Security. The Association and the Developer have the right, but not the duty to take steps designed to make the Project safer than it otherwise might be. The Association and the Developer, and each of their representatives, are not in any way to be considered insurers or guarantors of safety or security within the Project, nor can any of them be held liable for any loss or damage by reason of failure to provide adequate or effective safety or security measures. The Developer makes no representation or warranty that any fire protection, burglar alarm, or other safety or security system or measures, including anything intended to limit access to the Project, (i) will be effective in all cases and cannot be compromised or circumvented; (ii) will prevent all losses; (iii) will limit access to the Project; or (iv) will provide the detection or protection which it is designed or intended to provide. Each Owner acknowledges, understands and agrees that the Association and the Developer are not insurers and that each person using the Project assumes all risks of personal injury, death, or loss or damage to property resulting from the acts of third parties.
5. Environmental Issues – Mold. Mold and mold spores are present throughout the environment and residential condominium construction cannot practicably be designed to exclude the introduction of mold spores. All mold is not necessarily harmful, but certain strains of mold have been found to have adverse health effects on susceptible persons. Moisture is the primary mold growth factor that can be controlled in a condominium setting.

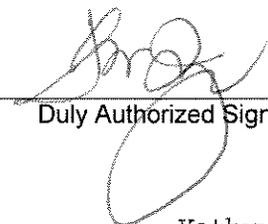
Affirmative steps taken by Owners to minimize or control moisture in their respective Apartments can minimize or eliminate mold growth in a residential condominium. Owners will be advised via the Bylaws regarding positive steps that should be taken to reduce or eliminate the occurrence of mold growth in their Apartments and thereby minimize any possible adverse health effects that may be caused by mold. Each Owner acknowledges, understands and agrees that the Developer can not ensure that mold and mold spores will not be present in the Project and that the failure of an Owner to follow the steps set forth in the Bylaws may increase the risk of mold growth and mold spores being present in their Apartments. Therefore, each Owner agrees that the Developer shall not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory, with respect to the presence and/or existence of molds, mildew and/or microscopic spores at the Project unless caused by the sole negligence or willful misconduct of the Developer.

6. **Condominium Map.** Nothing in the Condominium Map is intended to be or is a representation or warranty by the Developer. For example, bathrooms may have more or fewer sinks than shown on the Condominium Map, and the bathroom tubs may be shaped differently than shown on the Condominium Map.
7. **Common and Limited Common Expenses.** As set forth in Exhibit I to this Preliminary Condominium Public Report, estimates of monthly charges, costs and expenses that will be incurred by the Association in connection with the administration, management, and operation of the Project have been estimated and broken down into (a) expenses incurred by the Association in connection with the residential Apartments and their respective limited common elements ("Residential Limited Common Expenses"), (b) expenses incurred by the Association in connection with the commercial Apartments and their respective limited common elements ("Commercial Limited Common Expenses"), and (c) all other expenses incurred by the Association in connection with the Project (the "Common Expenses"). Residential Limited Common Expenses shall be payable by the owners of the residential Apartments in proportion to the ratio that the approximate square footage of their respective residential Apartments bears to the sum of the approximate square footages of all residential Apartments. Commercial Limited Common Expenses shall be payable by the owners of the commercial Apartments in proportion to the ratio that the approximate square footage of their respective commercial Apartments bears to the sum of the approximate square footages of all commercial Apartments. Common Expenses shall be payable by all Apartment owners in proportion to the Common Interests appurtenant to their respective Apartments.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6]. (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. 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.

**PMK DEVELOPMENT LLC**

\_\_\_\_\_  
Printed Name of Developer

By:  \_\_\_\_\_ 2/15/05  
Duly Authorized Signatory\* Date

\_\_\_\_\_  
Kathryn W. Inouye, Authorized Signatory  
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, 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.*

## EXHIBIT A

### DEVELOPER'S RIGHTS TO CHANGE THE DECLARATION, CONDOMINIUM MAP, BYLAWS OR HOUSE RULES

1. The Developer has the right to change the Condominium Documents:
  - .1 In any way and for any purpose before the date when the Developer first records a deed transferring an Apartment to someone other than the Developer or its Lenders.
  - .2 To file the "as-built" statement (with plans, if necessary or convenient) required by Section 514A-12 of the Condominium Property Act. The Developer may do this each time any New Improvement is completed. It may also do this at any other time required by law or permitted by this Declaration. The Developer does not need the consent of anyone else who owns an Apartment or any other Interested Person.
  - .3 To comply with the real estate laws of any place (for example, the State of Hawaii) or the requirements of any government agency (such as the Hawaii Real Estate Commission or the California Department of Real Estate) in connection with the registration of the Project.
  - .4 To satisfy requests for changes made by any institutional lender loaning money to the Developer or by any title company licensed to do business in the State of Hawaii.
  - .5 To correct any misstatements of fact in the Condominium Documents. For example, the Developer can correct a mistake in the legal description of the Land.
2. The Developer has the right to amend the Declaration and/or the Condominium Map to reflect any of the following changes if the change materially changes the depiction of a particular Apartment or Apartments on the Condominium Map or the description of it in the Declaration:
  - .1 Changes within the Limited Common Elements appurtenant to any Commercial Apartment(s) owned by the Developer in accordance with Section 18.2.3 of the Declaration.
  - .2 Change or removal of all or part of an intervening Common Element wall separating two (2) Residential Apartments owned by the Developer; installation of doors and other Improvements in such opening or openings in the intervening Common Element; and other reasonable changes or additions in accordance with Section 18.2.4 of the Declaration.
  - .3 Change or removal of all or part of an intervening Common Element wall, floor or ceiling separating two (2) Commercial Apartments owned by the Developer; installation of doors, stairways and other Improvements in such opening or openings in the intervening Common Element; and other reasonable changes or additions in accordance with Section 18.2.5 of the Declaration.
  - .4 Change of the designation of the Limited Common Elements appurtenant to any two (2) adjacent Apartments owned by the Developer so that one or more Limited Common Elements appurtenant to one Apartment now will be appurtenant to the other Apartment or to both of the Apartments in accordance with Section 18.2.6 of the Declaration.
  - .5 Subdivision of any Commercial Apartment owned by the Developer into two or more Apartments; designation of Limited Common Elements appurtenant to the Commercial

Apartments resulting from the subdivision; and conversion of parts of the existing Commercial Apartment to Common Element status to facilitate the subdivision in accordance with Section 18.2.7 of the Declaration.

3. The Developer has the right to amend the Declaration and the Condominium Map as necessary or convenient to describe any New Improvements constructed on the Land in accordance with Section 19 of the Declaration.
4. In connection with the Developer's right, under Section 20 of the Declaration, to subdivide the Land of the Project and/or to consolidate the Land of the Project with any Adjacent Parcel, the Developer has the right to amend the Declaration to change the description of the Land and the right to amend the Condominium Map if the Developer deems it necessary or useful to reflect the subdivision and/or consolidation.
5. In connection with the Developer's right, under Section 21 of the Declaration, to annex into the Project and the condominium property regime any Adjacent Parcel and any Improvements located on the Adjacent Parcel, the Developer has the right to amend the Declaration to change the description of the Land to include the Adjacent Parcel annexed and to describe any improvements on the Adjacent Parcel, and to the right to amend the Condominium Map if the Developer deems it necessary or useful to reflect the annexation of the Adjacent Parcel or any Improvements on it.
6. The Developer has the right to amend the Condominium Documents as required to comply with any laws that apply to the Project or to the Association, or the Developer.
7. The Developer has the right to amend the Condominium Documents in connection with the Developer's right, under Section 23 of the Declaration, to do all things necessary or convenient to satisfy the requirements of the Hawaii Community Development Authority in connection with the Planned Development Permit issued with respect to the Project.

## EXHIBIT B

### SPECIAL USE RESTRICTIONS

1. Residential Apartments. Except when the holder of the first mortgage on a residential Apartment has entered into possession of a residential Apartment following (i) a default under its first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the residential Apartments shall be occupied and used only for residential purposes by the respective owners thereof, their tenants, families, domestic servants and guests, and for no other purpose. Except for (a) home office use by the Apartment Owner that is allowed or permitted under the applicable zoning ordinance, or (b) where this Declaration allows the Developer to do otherwise: (i) the residential Apartments and their Limited Common Elements may not be used to carry on any business, trade or profession; (ii) the residential Apartments and their Limited Common Elements must not be used for sales of any articles or goods; and (iii) no Apartment Owner, lessee, tenant or other occupant of a residential Apartment can bring clients, customers or other business invitees onto the premises on a regular basis for business purposes.
2. Occupancy Limitation for Residential Apartments. No more than nine (9) persons at any time shall be permitted to reside in any residential apartment which contains a floor area of 2,000 square feet or more. This occupancy limitation shall not apply to or restrict the owner of any such residential apartment from hosting a larger group of invited guests or visitors in such residential apartment.
3. Commercial Apartments. Subject to the provisions set forth in Paragraph 5 hereinbelow, the Commercial Apartments (and all Commercial Apartments into which any Commercial Apartment may be divided pursuant to the Declaration) shall be operated and used only for commercial purposes or uses, which shall be deemed to include all non-residential uses permitted in BMX-4 business mixed use districts under the Land Use Ordinance of the City and County of Honolulu, as amended from time to time.
4. Limited Common Elements. Subject to the provisions set forth in Paragraph 5 hereinbelow, the Limited Common Elements appurtenant to the Commercial Apartments may be used for any commercial purposes or uses, which shall be deemed to include all non-residential uses permitted in BMX-4 business mixed use districts under the Land Use Ordinance of the City and County of Honolulu, as amended from time to time; all other Common Elements shall be used for the purposes for which they were intended as designed or as set forth in the Declaration.
5. Additional Use Restrictions. No Apartment Owner, lessee, tenant, occupant, or other Interested Person can use the Project or any part of it: (a) for the promotion or sale of time share interests or interests in any other interval ownership, fractional use or joint ownership plan or program, directly or indirectly; (b) for the operation of a tour or activity desk or any other business that directly or indirectly promotes the sale of time share interests, or interests in any other interval ownership, fractional use or joint ownership plan or program; (c) for the operation of a flea market, dance hall, discotheque, funeral parlor, off-track betting parlor, carnival, amusement park, circus, or bar, nightclub or tavern; any business seeking a cabaret license; (d) for the promotion or sale of paraphernalia for use with illicit drugs; or (e) for the promotion or sale of pornography.
6. Pets.
  1. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that dogs, cats, or other typical household pets ("pet"), such as a guinea pig, a rabbit, fishes, or birds may be kept by occupants in their respective apartments subject to the conditions and restrictions contained in the Condominium Documents, but shall not be kept, bred, or used therein for any commercial purpose.

2. Pets may not be kept, bred, or used at the Project for any commercial purpose.
3. Except for fish, no more than two (2) pets shall be allowed per Apartment.
4. No animal described as a pest under H.R.S. §150A-2 or prohibited from importation under H.R.S. §141-2, §150A-5, or §150A-6, may be kept in the Project.
5. Except when in transit, pets (other than specially trained animals) shall not be allowed on any common area. Any pet (other than a specially trained animal) in transit through the common areas must be carried whenever practicable or on a leash which keeps the pet within three feet (3') of its handler's feet. Pets shall not be allowed to come into contact with persons other than the handlers thereof, except as permitted by such other persons.
6. Notwithstanding any provision to the contrary contained herein, certified guide dogs and signal dogs and other such animals specially trained to assist handicapped individuals (hereinafter collectively referred to as "specially trained animals") shall be permitted at the Project subject to the following restrictions:
  - (A) Such specially trained animals shall not be kept, bred, or used at the Project for any commercial purpose;
  - (B) Such specially trained animals shall be permitted on the common elements (including but not limited to the recreation areas) provided the specially trained animal is on a leash.
  - (C) Any specially trained animal causing a nuisance or an unreasonable disturbance to any other occupant of the Project must be permanently removed from the Project promptly after the Board or the Managing Agent gives notice to the person using the specially trained animal. The notice must give the person a reasonable period within which to obtain a replacement specially trained animal. The animal causing a nuisance or disturbance need not be removed before the time stated in the notice unless the Board believes that the animal poses an imminent and serious threat of physical harm to other occupants of the Project.

**EXHIBIT C**  
**APARTMENT TYPES**

Residential Apartment Type	Quantity	Number Of Bedrooms / Bathrooms	Approx. Net Living Area Sq Ft	Approx. Net Lanai (Ltd. Comm. Element) Area Sq Ft	Approx. Total Floor Area Sq Ft
A	27	2/2 + Den	1,030	34	1,064
A	1	2/2 + Den	1,030	272	1,302
Ar	27	2/2 + Den	1,030	34	1,064
Ar	1	2/2 + Den	1,030	261	1,291
B	27	3/2	1,256	34	1,290
B	1	3/2	1,256	296	1,552
C	27	2/1	810	34	844
C	1	2/1	810	195	1,005
Cr	27	2/1	855	34	889
Cr	1	2/1	855	200	1,055
D	27	3/2 + Den	1,304	34	1,338
D	1	3/2 + Den	1,304	200	1,504
E	27	2/2	1,075	0	1,075
E	1	2/2	1,075	273	1,348
F	27	2/2	1,042	34	1,076
Fr	27	2/2	1,042	34	1,076
G	28	1/1	638	38	676
Gr	28	1/1	638	38	676
H	28	3/2	1,277	34	1,311
PH-A	5	2/2 + Den	1,221	0	1,221
PH-Ar	5	2/2 + Den	1,221	0	1,221
PH-B	5	3/2	1,420	0	1,420
PH-C	5	2/2	964	0	964
PH-Cr	5	2/2	1,014	0	1,014
PH-D	5	3/2 + Den	1,500	0	1,500
PH-E	5	2/2	1,075	0	1,075
PH-F	5	2/2	1,210	0	1,210
PH-Fr	5	2/2	1,210	0	1,210
PH-G	5	1/1	740	0	740
PH-Gr	5	1/1	740	0	740
PH-H	5	3/2	1,440	0	1,440
<b>Total Residential</b>	<b>394</b>		<b>402,607</b>		

Commercial Apartment Type	Quantity	Approx. Net Floor Area Sq Ft	Approx. Net Outdoor (Ltd. Comm. Element) Area Sq Ft	Approx. Total Floor Area Sq Ft
C-1	1	9,989	17,669	27,658
C-2	1	24,600	27,926	52,526
C-3	1	3,692		3,692
C-4	1	2,575		2,575
C-5	1	25		25
Total Commercial	5	40,881		
TOTAL	399	443,488		

## DESCRIPTION OF FLOOR PLANS

### RESIDENTIAL APARTMENTS

1. There are twenty-eight (28) Type A apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a den, a kitchen, a living/dining room and a laundry/utility room, and has a foyer. Each apartment has a net living area of approximately 1,030 square feet. The net floor area of the lanai of each of the apartments located on Levels 8 through 34 is approximately 34 square feet. The net floor area of the lanai of the apartment located on Level 7 is approximately 272 square feet.
2. There are twenty-eight (28) Type Ar apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a den, a kitchen, a living/dining room and a laundry/utility room, and has a foyer. Each apartment has a net living area of approximately 1,030 square feet. The net floor area of the lanai of each of the apartments located on Levels 8 through 34 is approximately 34 square feet. The net floor area of the lanai of the apartment located on Level 7 is approximately 261 square feet.
3. There are twenty-eight (28) Type B apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a laundry/utility room, and has a foyer. Each apartment has a net living area of approximately 1,256 square feet. The net floor area of the lanai of each of the apartments located on Levels 8 through 34 is approximately 34 square feet. The net floor area of the lanai of the apartment located on Level 7 is approximately 296 square feet.
4. There are twenty-eight (28) Type C apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains five (5) rooms, including two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 810 square feet. The net floor area of the lanai of each of the apartments located on Levels 8 through 34 is approximately 34 square feet. The net floor area of the lanai of the apartment located on Level 7 is approximately 195 square feet.
5. There are twenty-eight (28) Type Cr apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains five (5) rooms, including two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 855 square feet. The net floor area of the lanai of each of the apartments located on Levels 8 through 34 is approximately 34 square feet. The net floor area of the lanai of the apartment located on Level 7 is approximately 200 square feet.
6. There are twenty-eight (28) Type D apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a den, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 1,304 square feet. The net floor area of the lanai of each of the apartments located on Levels 8 through 34 is approximately 34 square feet. The net floor area of the lanai of the apartment located on Level 7 is approximately 200 square feet.

7. There are twenty-eight (28) Type E apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment. Each apartment contains six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining room, and has a foyer. The apartment located on Level 7 has a limited common element lanai. Each apartment has a net living area of approximately 1,075 square feet. The net floor area of the lanai of the apartment located on Level 7 is approximately 273 square feet.
8. There are twenty-seven (27) Type F apartments, one located on each of Levels 8 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 1,042 square feet. The net floor area of the lanai of each of the apartments is approximately 34 square feet.
9. There are twenty-seven (27) Type Fr apartments, one located on each of Levels 8 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 1,042 square feet. The net floor area of the lanai of each of the apartments is approximately 34 square feet.
10. There are twenty-eight (28) Type G apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains four (4) rooms, including one (1) bedroom, one (1) bathroom, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 638 square feet. The net floor area of the lanai of each of the apartments is approximately 38 square feet.
11. There are twenty-eight (28) Type Gr apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains four (4) rooms, including one (1) bedroom, one (1) bathroom, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 638 square feet. The net floor area of the lanai of each of the apartments is approximately 38 square feet.
12. There are twenty-eight (28) Type H apartments, one located on each of Levels 7 through 34 of the Tower. Each apartment is a single-story apartment with a limited common element lanai. Each apartment contains eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a laundry/utility room, and has a foyer. Each apartment has a net living area of approximately 1,277 square feet. The net floor area of the lanai of each of the apartments is approximately 34 square feet.
13. There are five (5) Type PH-A apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a den, a kitchen, a living/dining room and a laundry/utility room, and has a foyer. Each apartment has a net living area of approximately 1,221 square feet.
14. There are five (5) Type PH-Ar apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains eight (8) rooms, including two (2) bedrooms, two (2) bathrooms, a den, a kitchen, a living/dining room and a laundry/utility room, and has a foyer. Each apartment has a net living area of approximately 1,221 square feet.

15. There are five (5) Type PH-B apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a laundry/utility room, and has a foyer. Each apartment has a net living area of approximately 1,420 square feet.
16. There are five (5) Type PH-C apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 964 square feet.
17. There are five (5) Type PH-Cr apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 1,014 square feet.
18. There are five (5) Type PH-D apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a den, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 1,500 square feet.
19. There are five (5) Type PH-E apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 1,075 square feet.
20. There are five (5) Type PH-F apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 1,210 square feet.
21. There are five (5) Type PH-Fr apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 1,210 square feet.
22. There are five (5) Type PH-G apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains four (4) rooms, including one (1) bedroom, one (1) bathroom, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 740 square feet.
23. There are five (5) Type PH-Gr apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains four (4) rooms, including one (1) bedroom, one (1) bathroom, a kitchen and a living/dining room, and has a foyer. Each apartment has a net living area of approximately 740 square feet.
24. There are five (5) Type PH-H apartments, one located on each of Levels 35 through 39 of the Tower. Each apartment is a single-story apartment. Each apartment contains eight (8) rooms, including three (3) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a laundry/utility room, and has a foyer. Each apartment has a net living area of approximately 1,440 square feet.

## COMMERCIAL APARTMENTS

1. Commercial Apartment 1 is a single-story apartment with a limited common element outdoor area. The apartment has a net floor area of approximately 9,989 square feet. The floor area of the outdoor area is approximately 17,669 square feet.
2. Commercial Apartment 2 is a single-story apartment with a limited common element outdoor area. The apartment has a net floor area of approximately 24,600 square feet. The floor area of the outdoor area is approximately 27,926 square feet.
3. Commercial Apartment 3 is a single-story apartment. The apartment has a net floor area of approximately 3,692 square feet.
4. Commercial Apartment 4 is a single-story apartment. The apartment has a net floor area of approximately 2,575 square feet.
5. Commercial Apartment 5 is a single-story apartment. The apartment has a net floor area of approximately 25 square feet.

## EXHIBIT D

### PERMITTED ALTERATIONS TO APARTMENTS

1. Each Owner has the right to make any of the following changes, additions and Improvements solely within the Owner' Apartment or Limited Common Element which such Owner controls:
  - .1 To install, maintain, remove and rearrange partitions and other structures from time to time within the Apartment or Limited Common Element; provided that the Owner shall not have the right to enclose any exterior lanai; and provided, further, that the number of Residential Apartments shall not be increased as a result of the exercise of such rights;
  - .2 To finish, change or substitute any plumbing, electrical or other fixtures attached to the ceilings, floors or walls as appropriate for the use of the Apartment or Limited Common Element;
  - .3 To decorate, paint, repaint, wallpaper or otherwise change the appearance of any walls, floors and ceilings of the Apartment or Limited Common Element which are not readily visible from outside the Apartment or Limited Common Element;
  - .4 To tile, finish, carpet, re-carpet, and install, change, or remove other flooring in the Apartment or Limited Common Element which is not readily visible from outside the Apartment or Limited Common Element, subject to the limitations on installation of hard floor surfaces in Residential Apartments set forth in the Bylaws; or
  - .5 To make such changes, additions and improvements to the Apartment or Limited Common Elements to facilitate handicapped accessibility within the Apartment or Limited Common Element.
2. An Owner may make "nonmaterial structural additions to the Common Elements" as that term is used in §514A-89 of the Condominium Property Act.
3. The Owner of a Commercial Apartment shall have the right to do these things:
  - .1 Install, change or remove railings, fences and space dividers within the outdoor area Limited Common Elements appurtenant to the Commercial Apartment as designated on the Condominium Map, subject to approval of plans for such improvements by the Commercial Design Review Committee appointed by the Board.
  - .2 Install, change or remove special lighting, security, and/or sound systems within the outdoor area Limited Common Elements appurtenant to the Owner's Commercial Apartment as designated on the Condominium Map, subject to approval of plans for such improvements by the Commercial Design Review Committee appointed by the Board.
4. The Owner of two Residential Apartments that are separated by a Common Element that is a wall, or whose Limited Common Elements are separated from each other or from such Apartments by a Common Element that is a wall, has the right and an easement to do these things, subject only to Board approval (which will not be unreasonably withheld or delayed), to:
  - .1 Change or remove all or part of the intervening wall.
  - .2 Install doors and other improvements in such opening or openings in the intervening Common Element.
  - .3 Make other reasonable changes or additions.

Before terminating its common ownership of any of the adjacent Apartments, the Owner must restore the Common Element wall and/or other openings to substantially the same condition as before the change or removal unless the new Owners each agree otherwise in writing.

5. The Owner of two Commercial Apartments that are separated by a Common Element that is a wall, or whose Limited Common Elements are separated from each other or from such Apartments by a Common Element that is a wall, has the right and an easement to do these things, subject only to Board approval (which will not be unreasonably withheld or delayed), to:
  - .1 Change or remove all or part of the intervening wall.
  - .2 Install doors and other improvements in such opening or openings in the intervening Common Element.
  - .3 Make other reasonable changes or additions.

Before terminating its common ownership of any of the adjacent Apartments, the Owner must restore the Common Element wall and/or other openings to substantially the same condition as before the change or removal unless the new Owners each agree otherwise in writing.

6. The Owners of any two (2) adjacent Apartments have the right to change the designation of the Limited Common Elements appurtenant to their Apartments so that one or more Limited Common Elements appurtenant to one Apartment now will be appurtenant to the other Apartment or to both of the Apartments.
7. The Owner of a Commercial Apartment has the right to do these things:
  - .1 Subdivide the Apartment to create two or more Apartments.
  - .2 Designate which Limited Common Elements of the subdivided Apartment will be appurtenant to the Apartments resulting from the subdivision.
  - .3 Convert parts of the existing Apartment to Common Element status to facilitate the subdivision.
8. The Owner of a Commercial Apartment has the right to change or cause a change to the size and location of entrances and windows of the Commercial Apartment; provided that any such change shall be subject to review by and approval from the Commercial Design Review Committee established by the Board, which approval shall not be unreasonably withheld or delayed.
9. The Owner of a Type A Apartment and a Type B Apartment located on the same level of the Tower, or a Type Ar Apartment and a Type H Apartment, or a Type PH-A Apartment and a Type PH-B Apartment located on the same level of the Tower or a Type PH-Ar Apartment and a Type PH-H Apartment located on the same level of the Tower (each pair of Apartments collectively, a "Combo Unit") shall be entitled to enclose the portion of the corridor designated on the Condominium Map as a "Potential Future Limited Common Element" area and located directly adjacent to the Combo Unit by installing a door matching the specifications for the entry doors of Residential Apartments in the Project, upon and subject to (a) Board approval of such Owner's request, and (b) such Owner's compliance with the terms of Section 18.2 of the Declaration.

**EXHIBIT E**  
**COMMON ELEMENTS**

Common Elements. One freehold estate is hereby designated in all remaining portions of the Project, herein called the "Common Elements", including specifically, but not limited to:

1. The Land in fee simple;
2. All yards, grounds, trees, gardens, walkways, walkway railings, gates, landscaping and refuse facilities not located within an Apartment;
3. All roads, driveways, access lanes, paved areas, ramps, loading areas and loading docks, the porte cochere and the commercial drop-off driveway;
4. All parking stalls and parking areas not located within an Apartment;
5. All storage rooms and storage lockers not located within an apartment
6. All restroom facilities not located within an Apartment;
7. All mailboxes;
8. The residential lobby, front desk, security offices, manager's office and reception area, conference rooms, staff lounge/locker room, mail room, mail storage room, the generator room and all telephone rooms, trash rooms, maintenance rooms, elevator machine rooms, mechanical rooms, electrical rooms and telecommunications rooms;
9. The health club, women's locker room, men's locker room, yoga room, massage room, music rooms and theater room located on Level 5 of the Platform;
10. The recreation room, barbecue areas, children's play area, dog park, swimming pool, kid's pool, and whirlpool spa and appurtenant deck and lawn areas located on Level 7 of the Tower;
11. The areas designated on the Condominium Map as Limited Common Elements appurtenant to Commercial Apartments Nos. 1, 2, 3, 4 and/or 5.
12. All foundations, floor slabs, columns, girders, beams, supports, perimeter, party and load-bearing walls and partitions (excluding the finishes thereon), roofs, lobby areas, stairways (excluding any private stairway located within and serving only an Apartment), elevators, elevator lobby areas, corridors, entrances, entry ways and exits of the Project,
13. All vents, shafts, sewer lines, water lines, pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations on, above, over, under and across the Project to the point of their respective connections to Improvements comprising a part of the Apartments or the Limited Common Elements appurtenant thereto, which serve more than one Apartment, including, without limitation, those providing electricity, light, gas (if any), water, air conditioning, sewer, refuse, drainage, irrigation, telephone, and radio and television signal distribution (if any); and
14. Any and all other equipment, apparatus and installations existing for common use by more than one (1) Apartment, and any and all other parts of the Project necessary or convenient to its existence, maintenance or safety, or normally in common use; and

Limited Common Elements. Certain parts of the Common Elements, herein called the “Limited Common Elements”, are set aside for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements as follows:

1. Those certain areas located on the Basement Level, and Levels 1 through 3 of the Platform, designated on the Condominium Map as Limited Common Elements appurtenant to Commercial Apartments Nos. 1, 2, 3, 4 and/or 5 shall constitute Limited Common Elements appurtenant to and for the exclusive use of the respective Commercial Apartment(s), as indicated on the Condominium Map.
2. The telephone room, lounge, mechanical room, men's and women's restrooms located on Level 1 of the Platform shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments.
3. The porte cochere, residential lobby, front desk, security offices, manager's office and reception area, conference rooms, staff lounge/locker room, mail room and mail storage room, located on Level 2 of the Platform shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments.
4. The health club, women's locker room, men's locker room, yoga room, massage room, music rooms and theater room located on the Level 5 of the Platform shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments,
5. The recreation room, barbecue areas, children's play area, dog park, swimming pool, kid's pool, and whirlpool spa and appurtenant deck and lawn areas located on the Level 7 of the Tower shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments.
6. The storage room designated on the Condominium Map as storage room S201 located on Level 2 of the Platform shall constitute a Limited Common Element appurtenant to and for the exclusive use by Commercial Apartment No. 4.
7. The storage room designated on the Condominium Map as storage room S301 located on Level 3 of the Platform shall constitute a Limited Common Element appurtenant to and for the exclusive use by Commercial Apartment No. 5.
8. The storage rooms designated on the Condominium Map as storage rooms S401 and S402 located on Level 4 of the Platform, S502 located on Level 5 of the Platform, S601 and S602 located on Level 6 of the Platform shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments.
9. The mechanical rooms located on Levels 3 and 6 of the Platform shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments.
10. The stairway designated on the Condominium Map as stairway ST2 shall constitute a Limited Common Element appurtenant to and for the exclusive use by the Residential Apartments.
11. All stairways located on Levels 5 through 7 of the Platform and on Levels 7 through 39 of the Tower (excluding any private stairway located within and serving only an Apartment) shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments.

12. Those certain elevators and elevator lobbies designated on the Condominium Map as elevators nos. 1-6 and the elevator lobbies appurtenant to elevators nos. 1-5, shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments.
13. Elevator No. 7 shall constitute a Limited Common Element appurtenant to and for the exclusive use by Commercial Apartment No. 4.
14. Elevator No. 8 shall constitute a Limited Common Element appurtenant to and for the exclusive use by Commercial Apartment No. 5.
15. All driveway and pedestrian access areas located on Levels 3 through 7 of the Platform as shown on the Condominium Map shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments.
16. Each Residential Apartment shall have for its exclusive use one (1) or more parking stalls as noted on Exhibit C attached to this Declaration and as shown on the Condominium Map.
17. Those certain parking stalls located on Level 1 of the Platform and designated on the Condominium Map as parking stalls nos. B001 through B033 shall constitute Limited Common Elements appurtenant to and for the exclusive use by Commercial Apartments No. 1-3.
18. Those certain parking stalls located on Level 2 of the Platform and designated on the Condominium Map as parking stalls nos. C010 through C020 shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments as guest parking, subject to applicable rules and regulations set forth in the House Rules.
19. Those certain parking stalls located on Level 3 of the Platform and designated on the Condominium Map as parking stalls nos. D001 through D140 (collectively, the "C-5 Parking Stalls") shall constitute Limited Common Elements appurtenant to and for the exclusive use by Commercial Apartment No. 5; provided, however, that not less than one hundred of the C-5 Parking Stalls shall be made available for public parking for a period of [ to be determined once current parking arrangement is terminated due to commencement of construction ] following completion of construction of the Project.
20. Certain Residential Apartments shall have for their exclusive use the storage lockers and storage rooms located on Levels 4 through 7 of the Platform as noted on Exhibit C attached to this Declaration and as shown on the Condominium Map
21. Each Residential Apartment shall have for its exclusive use one (1) mailbox bearing the same number as such Apartment and located in the residential mail room located on Level 2 of the Platform.
22. Each of Residential Apartments 701 through 3412 shall have for its exclusive use one (1) or more lanais as noted on Exhibit C and as shown on the Condominium Map. The approximate net lanai floor area in square feet of such lanai(s) is as set forth on Exhibit C.
23. Each of Commercial Apartment No. 1 and Commercial Apartment No. 2 shall have for their exclusive use an outdoor area as noted on Exhibit C and as shown on the Condominium Map. The approximate net floor area in square feet of each such area is as set forth on Exhibit C.

24. The corridors located on each of Levels 7 through 39 of the Tower shall constitute Limited Common Elements appurtenant to and for the exclusive use by the Residential Apartments; provided, however, that the portion of the corridor designated on the Condominium Map as a "Potential Future Limited Common Element" area and located directly adjacent to a Type A Apartment and a Type B Apartment, or a Type Ar Apartment and a Type H Apartment, or a Type PH-A Apartment and a Type PH-B Apartment, or a Type PH-Ar Apartment and a Type PH-H Apartment, owned by the same Owner (each a "Combo Unit") shall, upon and subject to (a) Board approval of the Combo Unit Owner's request to enclose the Potential Future Limited Common Element area by installing a door matching the specifications for the entry doors of Residential Apartments in the Project, and (b) the Combo Unit Owner's compliance with the terms of Section 18.2 of this Declaration, constitute a Limited Common Element appurtenant to and for the exclusive use by the Combo Unit.

**EXHIBIT F**

**THE APARTMENTS**

Commercial Apartment Number	Apt Type	No. Of Rms.	Approx. Net Floor Area Square Feet	Approx. Ltd. Common Element Outdoor Area Square Feet	Approx. Ltd. Common Element Roof Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest
1	C-1		9,989	17,669	0	27,658	2.254%
2	C-2		24,600	27,926	0	52,526	5.552%
3	C-3		3,692	0	0	3,692	0.832%
4	C-4		2,575	0	0	2,575	0.581%
5	C-5		25	0	0	25	0.006%

Residential Apartment Number	Apt Type	Number Of Bedrooms & Baths	No. Of Rms.	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Lanai Area Square Feet	Approx. Ltd. Common Element Roof Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest
701	A	2/2 + Den	1	1,030	272	0	1,064	0.232%
702	B	3/2	7	1,256	296	0	1,290	0.283%
703	C	2/1	7	810	195	0	844	0.183%
704	D	3/2 + Den	9	1,304	200	0	1,338	0.294%
705	E	2/2	7	1,075	273	0	1,075	0.242%
708	G	1/1	9	638	38	0	676	0.144%
709	Cr	2/1	7	855	200	0	889	0.193%
710	Gr	1/1	9	638	38	0	676	0.144%
711	Ar	2/2 + Den	0	1,030	261	0	1,064	0.232%
712	H	3/2	0	1,277	34	0	1,311	0.288%

801	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
802	B	3/2	7	1,256	34	0	1,290	0.283%
803	C	2/1	7	810	34	0	844	0.183%
804	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
805	E	2/2	7	1,075	0	0	1,075	0.242%
806	F	2/2	7	1,042	34	0	1,076	0.235%
807	Fr	2/2	7	1,042	34	0	1,076	0.235%
808	G	1/1	9	638	38	0	676	0.144%
809	Cr	2/1	7	855	34	0	889	0.193%
810	Gr	1/1	9	638	38	0	676	0.144%
811	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
812	H	3/2	0	1,277	34	0	1,311	0.288%

Residential Apartment Number	Apt Type	Number Of Bedrooms & Baths	No. Of Rms.	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Lanai Area Square Feet	Approx. Ltd. Common Element Roof Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest
901	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
902	B	3/2	7	1,256	34	0	1,290	0.283%
903	C	2/1	7	810	34	0	844	0.183%
904	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
905	E	2/2	7	1,075	0	0	1,075	0.242%
906	F	2/2	7	1,042	34	0	1,076	0.235%
907	Fr	2/2	7	1,042	34	0	1,076	0.235%
908	G	1/1	9	638	38	0	676	0.144%
909	Cr	2/1	7	855	34	0	889	0.193%
910	Gr	1/1	9	638	38	0	676	0.144%
911	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
912	H	3/2	0	1,277	34	0	1,311	0.288%
1001	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1002	B	3/2	7	1,256	34	0	1,290	0.283%
1003	C	2/1	7	810	34	0	844	0.183%
1004	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1005	E	2/2	7	1,075	0	0	1,075	0.242%
1006	F	2/2	7	1,042	34	0	1,076	0.235%
1007	Fr	2/2	7	1,042	34	0	1,076	0.235%
1008	G	1/1	9	638	38	0	676	0.144%
1009	Cr	2/1	7	855	34	0	889	0.193%
1010	Gr	1/1	9	638	38	0	676	0.144%
1011	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1012	H	3/2	0	1,277	34	0	1,311	0.288%
1101	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1102	B	3/2	7	1,256	34	0	1,290	0.283%
1103	C	2/1	7	810	34	0	844	0.183%
1104	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1105	E	2/2	7	1,075	0	0	1,075	0.242%
1106	F	2/2	7	1,042	34	0	1,076	0.235%
1107	Fr	2/2	7	1,042	34	0	1,076	0.235%
1108	G	1/1	9	638	38	0	676	0.144%
1109	Cr	2/1	7	855	34	0	889	0.193%
1110	Gr	1/1	9	638	38	0	676	0.144%
1111	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1112	H	3/2	0	1,277	34	0	1,311	0.288%
1201	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1202	B	3/2	7	1,256	34	0	1,290	0.283%
1203	C	2/1	7	810	34	0	844	0.183%
1204	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1205	E	2/2	7	1,075	0	0	1,075	0.242%
1206	F	2/2	7	1,042	34	0	1,076	0.235%

Residential Apartment Number	Apt Type	Number Of Bedrooms & Baths	No. Of Rms.	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Lanai Area Square Feet	Approx. Ltd. Common Element Roof Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest
1207	Fr	2/2	7	1,042	34	0	1,076	0.235%
1208	G	1/1	9	638	38	0	676	0.144%
1209	Cr	2/1	7	855	34	0	889	0.193%
1210	Gr	1/1	9	638	38	0	676	0.144%
1211	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1212	H	3/2	0	1,277	34	0	1,311	0.288%
1301	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1302	B	3/2	7	1,256	34	0	1,290	0.283%
1303	C	2/1	7	810	34	0	844	0.183%
1304	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1305	E	2/2	7	1,075	0	0	1,075	0.242%
1306	F	2/2	7	1,042	34	0	1,076	0.235%
1307	Fr	2/2	7	1,042	34	0	1,076	0.235%
1308	G	1/1	9	638	38	0	676	0.144%
1309	Cr	2/1	7	855	34	0	889	0.193%
1310	Gr	1/1	9	638	38	0	676	0.144%
1311	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1312	H	3/2	0	1,277	34	0	1,311	0.288%
1401	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1402	B	3/2	7	1,256	34	0	1,290	0.283%
1403	C	2/1	7	810	34	0	844	0.183%
1404	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1405	E	2/2	7	1,075	0	0	1,075	0.242%
1406	F	2/2	7	1,042	34	0	1,076	0.235%
1407	Fr	2/2	7	1,042	34	0	1,076	0.235%
1408	G	1/1	9	638	38	0	676	0.144%
1409	Cr	2/1	7	855	34	0	889	0.193%
1410	Gr	1/1	9	638	38	0	676	0.144%
1411	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1412	H	3/2	0	1,277	34	0	1,311	0.288%
1501	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1502	B	3/2	7	1,256	34	0	1,290	0.283%
1503	C	2/1	7	810	34	0	844	0.183%
1504	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1505	E	2/2	7	1,075	0	0	1,075	0.242%
1506	F	2/2	7	1,042	34	0	1,076	0.235%
1507	Fr	2/2	7	1,042	34	0	1,076	0.235%
1508	G	1/1	9	638	38	0	676	0.144%
1509	Cr	2/1	7	855	34	0	889	0.193%
1510	Gr	1/1	9	638	38	0	676	0.144%
1511	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1512	H	3/2	0	1,277	34	0	1,311	0.288%

Residential Apartment Number	Apt Type	Number Of Bedrooms & Baths	No. Of Rms.	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Lanai Area Square Feet	Approx. Ltd. Common Element Roof Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest
1601	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1602	B	3/2	7	1,256	34	0	1,290	0.283%
1603	C	2/1	7	810	34	0	844	0.183%
1604	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1605	E	2/2	7	1,075	0	0	1,075	0.242%
1606	F	2/2	7	1,042	34	0	1,076	0.235%
1607	Fr	2/2	7	1,042	34	0	1,076	0.235%
1608	G	1/1	9	638	38	0	676	0.144%
1609	Cr	2/1	7	855	34	0	889	0.193%
1610	Gr	1/1	9	638	38	0	676	0.144%
1611	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1612	H	3/2	0	1,277	34	0	1,311	0.288%
1701	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1702	B	3/2	7	1,256	34	0	1,290	0.283%
1703	C	2/1	7	810	34	0	844	0.183%
1704	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1705	E	2/2	7	1,075	0	0	1,075	0.242%
1706	F	2/2	7	1,042	34	0	1,076	0.235%
1707	Fr	2/2	7	1,042	34	0	1,076	0.235%
1708	G	1/1	9	638	38	0	676	0.144%
1709	Cr	2/1	7	855	34	0	889	0.193%
1710	Gr	1/1	9	638	38	0	676	0.144%
1711	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1712	H	3/2	0	1,277	34	0	1,311	0.288%
1801	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1802	B	3/2	7	1,256	34	0	1,290	0.283%
1803	C	2/1	7	810	34	0	844	0.183%
1804	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1805	E	2/2	7	1,075	0	0	1,075	0.242%
1806	F	2/2	7	1,042	34	0	1,076	0.235%
1807	Fr	2/2	7	1,042	34	0	1,076	0.235%
1808	G	1/1	9	638	38	0	676	0.144%
1809	Cr	2/1	7	855	34	0	889	0.193%
1810	Gr	1/1	9	638	38	0	676	0.144%
1811	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1812	H	3/2	0	1,277	34	0	1,311	0.288%
1901	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
1902	B	3/2	7	1,256	34	0	1,290	0.283%
1903	C	2/1	7	810	34	0	844	0.183%
1904	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
1905	E	2/2	7	1,075	0	0	1,075	0.242%
1906	F	2/2	7	1,042	34	0	1,076	0.235%

Residential Apartment Number	Apt Type	Number Of Bedrooms & Baths	No. Of Rms.	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Lanai Area Square Feet	Approx. Ltd. Common Element Roof Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest
1907	Fr	2/2	7	1,042	34	0	1,076	0.235%
1908	G	1/1	9	638	38	0	676	0.144%
1909	Cr	2/1	7	855	34	0	889	0.193%
1910	Gr	1/1	9	638	38	0	676	0.144%
1911	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
1912	H	3/2	0	1,277	34	0	1,311	0.288%
2001	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2002	B	3/2	7	1,256	34	0	1,290	0.283%
2003	C	2/1	7	810	34	0	844	0.183%
2004	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2005	E	2/2	7	1,075	0	0	1,075	0.242%
2006	F	2/2	7	1,042	34	0	1,076	0.235%
2007	Fr	2/2	7	1,042	34	0	1,076	0.235%
2008	G	1/1	9	638	38	0	676	0.144%
2009	Cr	2/1	7	855	34	0	889	0.193%
2010	Gr	1/1	9	638	38	0	676	0.144%
2011	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2012	H	3/2	0	1,277	34	0	1,311	0.288%
2101	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2102	B	3/2	7	1,256	34	0	1,290	0.283%
2103	C	2/1	7	810	34	0	844	0.183%
2104	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2105	E	2/2	7	1,075	0	0	1,075	0.242%
2106	F	2/2	7	1,042	34	0	1,076	0.235%
2107	Fr	2/2	7	1,042	34	0	1,076	0.235%
2108	G	1/1	9	638	38	0	676	0.144%
2109	Cr	2/1	7	855	34	0	889	0.193%
2110	Gr	1/1	9	638	38	0	676	0.144%
2111	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2112	H	3/2	0	1,277	34	0	1,311	0.288%
2201	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2202	B	3/2	7	1,256	34	0	1,290	0.283%
2203	C	2/1	7	810	34	0	844	0.183%
2204	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2205	E	2/2	7	1,075	0	0	1,075	0.242%
2206	F	2/2	7	1,042	34	0	1,076	0.235%
2207	Fr	2/2	7	1,042	34	0	1,076	0.235%
2208	G	1/1	9	638	38	0	676	0.144%
2209	Cr	2/1	7	855	34	0	889	0.193%
2210	Gr	1/1	9	638	38	0	676	0.144%
2211	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2212	H	3/2	0	1,277	34	0	1,311	0.288%

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2301	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2302	B	3/2	7	1,256	34	0	1,290	0.283%
2303	C	2/1	7	810	34	0	844	0.183%
2304	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2305	E	2/2	7	1,075	0	0	1,075	0.242%
2306	F	2/2	7	1,042	34	0	1,076	0.235%
2307	Fr	2/2	7	1,042	34	0	1,076	0.235%
2308	G	1/1	9	638	38	0	676	0.144%
2309	Cr	2/1	7	855	34	0	889	0.193%
2310	Gr	1/1	9	638	38	0	676	0.144%
2311	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2312	H	3/2	0	1,277	34	0	1,311	0.288%
2401	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2402	B	3/2	7	1,256	34	0	1,290	0.283%
2403	C	2/1	7	810	34	0	844	0.183%
2404	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2405	E	2/2	7	1,075	0	0	1,075	0.242%
2406	F	2/2	7	1,042	34	0	1,076	0.235%
2407	Fr	2/2	7	1,042	34	0	1,076	0.235%
2408	G	1/1	9	638	38	0	676	0.144%
2409	Cr	2/1	7	855	34	0	889	0.193%
2410	Gr	1/1	9	638	38	0	676	0.144%
2411	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2412	H	3/2	0	1,277	34	0	1,311	0.288%
2501	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2502	B	3/2	7	1,256	34	0	1,290	0.283%
2503	C	2/1	7	810	34	0	844	0.183%
2504	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2505	E	2/2	7	1,075	0	0	1,075	0.242%
2506	F	2/2	7	1,042	34	0	1,076	0.235%
2507	Fr	2/2	7	1,042	34	0	1,076	0.235%
2508	G	1/1	9	638	38	0	676	0.144%
2509	Cr	2/1	7	855	34	0	889	0.193%
2510	Gr	1/1	9	638	38	0	676	0.144%
2511	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2512	H	3/2	0	1,277	34	0	1,311	0.288%
2601	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2602	B	3/2	7	1,256	34	0	1,290	0.283%
2603	C	2/1	7	810	34	0	844	0.183%
2604	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2605	E	2/2	7	1,075	0	0	1,075	0.242%
2606	F	2/2	7	1,042	34	0	1,076	0.235%

Residential Apartment Number	Apt Type	Number Of Bedrooms & Baths	No. Of Rms.	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Lanai Area Square Feet	Approx. Ltd. Common Element Roof Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest
2607	Fr	2/2	7	1,042	34	0	1,076	0.235%
2608	G	1/1	9	638	38	0	676	0.144%
2609	Cr	2/1	7	855	34	0	889	0.193%
2610	Gr	1/1	9	638	38	0	676	0.144%
2611	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2612	H	3/2	0	1,277	34	0	1,311	0.288%
2701	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2702	B	3/2	7	1,256	34	0	1,290	0.283%
2703	C	2/1	7	810	34	0	844	0.183%
2704	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2705	E	2/2	7	1,075	0	0	1,075	0.242%
2706	F	2/2	7	1,042	34	0	1,076	0.235%
2707	Fr	2/2	7	1,042	34	0	1,076	0.235%
2708	G	1/1	9	638	38	0	676	0.144%
2709	Cr	2/1	7	855	34	0	889	0.193%
2710	Gr	1/1	9	638	38	0	676	0.144%
2711	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2712	H	3/2	0	1,277	34	0	1,311	0.288%
2801	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2802	B	3/2	7	1,256	34	0	1,290	0.283%
2803	C	2/1	7	810	34	0	844	0.183%
2804	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2805	E	2/2	7	1,075	0	0	1,075	0.242%
2806	F	2/2	7	1,042	34	0	1,076	0.235%
2807	Fr	2/2	7	1,042	34	0	1,076	0.235%
2808	G	1/1	9	638	38	0	676	0.144%
2809	Cr	2/1	7	855	34	0	889	0.193%
2810	Gr	1/1	9	638	38	0	676	0.144%
2811	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2812	H	3/2	0	1,277	34	0	1,311	0.288%
2901	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
2902	B	3/2	7	1,256	34	0	1,290	0.283%
2903	C	2/1	7	810	34	0	844	0.183%
2904	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
2905	E	2/2	7	1,075	0	0	1,075	0.242%
2906	F	2/2	7	1,042	34	0	1,076	0.235%
2907	Fr	2/2	7	1,042	34	0	1,076	0.235%
2908	G	1/1	9	638	38	0	676	0.144%
2909	Cr	2/1	7	855	34	0	889	0.193%

Residential Apartment Number	Apt Type	Number Of Bedrooms & Baths	No. Of Rms.	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Lanai Area Square Feet	Approx. Ltd. Common Element Roof Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest
2910	Gr	1/1	9	638	38	0	676	0.144%
2911	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
2912	H	3/2	0	1,277	34	0	1,311	0.288%
3001	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
3002	B	3/2	7	1,256	34	0	1,290	0.283%
3003	C	2/1	7	810	34	0	844	0.183%
3004	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
3005	E	2/2	7	1,075	0	0	1,075	0.242%
3006	F	2/2	7	1,042	34	0	1,076	0.235%
3007	Fr	2/2	7	1,042	34	0	1,076	0.235%
3008	G	1/1	9	638	38	0	676	0.144%
3009	Cr	2/1	7	855	34	0	889	0.193%
3010	Gr	1/1	9	638	38	0	676	0.144%
3011	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
3012	H	3/2	0	1,277	34	0	1,311	0.288%
3101	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
3102	B	3/2	7	1,256	34	0	1,290	0.283%
3103	C	2/1	7	810	34	0	844	0.183%
3104	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
3105	E	2/2	7	1,075	0	0	1,075	0.242%
3106	F	2/2	7	1,042	34	0	1,076	0.235%
3107	Fr	2/2	7	1,042	34	0	1,076	0.235%
3108	G	1/1	9	638	38	0	676	0.144%
3109	Cr	2/1	7	855	34	0	889	0.193%
3110	Gr	1/1	9	638	38	0	676	0.144%
3111	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
3112	H	3/2	0	1,277	34	0	1,311	0.288%
3201	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
3202	B	3/2	7	1,256	34	0	1,290	0.283%
3203	C	2/1	7	810	34	0	844	0.183%
3204	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
3205	E	2/2	7	1,075	0	0	1,075	0.242%
3206	F	2/2	7	1,042	34	0	1,076	0.235%
3207	Fr	2/2	7	1,042	34	0	1,076	0.235%
3208	G	1/1	9	638	38	0	676	0.144%
3209	Cr	2/1	7	855	34	0	889	0.193%

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3210	Gr	1/1	9	638	38	0	676	0.144%
3211	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
3212	H	3/2	0	1,277	34	0	1,311	0.288%
3301	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
3302	B	3/2	7	1,256	34	0	1,290	0.283%
3303	C	2/1	7	810	34	0	844	0.183%
3304	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
3305	E	2/2	7	1,075	0	0	1,075	0.242%
3306	F	2/2	7	1,042	34	0	1,076	0.235%
3307	Fr	2/2	7	1,042	34	0	1,076	0.235%
3308	G	1/1	9	638	38	0	676	0.144%
3309	Cr	2/1	7	855	34	0	889	0.193%
3310	Gr	1/1	9	638	38	0	676	0.144%
3311	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
3312	H	3/2	0	1,277	34	0	1,311	0.288%
3401	A	2/2 + Den	1	1,030	34	0	1,064	0.232%
3402	B	3/2	7	1,256	34	0	1,290	0.283%
3403	C	2/1	7	810	34	0	844	0.183%
3404	D	3/2 + Den	9	1,304	34	0	1,338	0.294%
3405	E	2/2	7	1,075	0	0	1,075	0.242%
3406	F	2/2	7	1,042	34	0	1,076	0.235%
3407	Fr	2/2	7	1,042	34	0	1,076	0.235%
3408	G	1/1	9	638	38	0	676	0.144%
3409	Cr	2/1	7	855	34	0	889	0.193%
3410	Gr	1/1	9	638	38	0	676	0.144%
3411	Ar	2/2 + Den	0	1,030	34	0	1,064	0.232%
3412	H	3/2	0	1,277	34	0	1,311	0.288%
3501	PH-A	2/2 + Den	0	1,221	0	0	1,221	0.275%
3502	PH-B	3/2	0	1,420	0	0	1,420	0.320%
3503	PH-C	2/2	0	964	0	0	964	0.217%
3504	PH-D	3/2 + Den	0	1,500	0	0	1,500	0.338%
3505	PH-E	2/2	0	1,075	0	0	1,075	0.242%
3506	PH-F	2/2	0	1,210	0	0	1,210	0.273%
3507	PH-Fr	2/2	0	1,210	0	0	1,210	0.273%
3508	PH-G	1/1	0	740	0	0	740	0.167%

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3509	PH-Cr	2/2	0	1,014	0	0	1,014	0.229%
3510	PH-Gr	1/1	0	740	0	0	740	0.167%
3511	PH-Ar	2/2 + Den	0	1,221	0	0	1,221	0.275%
3512	PH-H	3/2	0	1,440	0	0	1,440	0.325%
3601	PH-A	2/2 + Den	0	1,221	0	0	1,221	0.275%
3602	PH-B	3/2	0	1,420	0	0	1,420	0.320%
3603	PH-C	2/2	0	964	0	0	964	0.217%
3604	PH-D	3/2 + Den	0	1,500	0	0	1,500	0.338%
3605	PH-E	2/2	0	1,075	0	0	1,075	0.242%
3606	PH-F	2/2	0	1,210	0	0	1,210	0.273%
3607	PH-Fr	2/2	0	1,210	0	0	1,210	0.273%
3608	PH-G	1/1	0	740	0	0	740	0.167%
3609	PH-Cr	2/2	0	1,014	0	0	1,014	0.229%
3610	PH-Gr	1/1	0	740	0	0	740	0.167%
3611	PH-Ar	2/2 + Den	0	1,221	0	0	1,221	0.275%
3612	PH-H	3/2	0	1,440	0	0	1,440	0.325%
3701	PH-A	2/2 + Den	0	1,221	0	0	1,221	0.275%
3702	PH-B	3/2	0	1,420	0	0	1,420	0.320%
3703	PH-C	2/2	0	964	0	0	964	0.217%
3704	PH-D	3/2 + Den	0	1,500	0	0	1,500	0.338%
3705	PH-E	2/2	0	1,075	0	0	1,075	0.242%
3706	PH-F	2/2	0	1,210	0	0	1,210	0.273%
3707	PH-Fr	2/2	0	1,210	0	0	1,210	0.273%
3708	PH-G	1/1	0	740	0	0	740	0.167%
3709	PH-Cr	2/2	0	1,014	0	0	1,014	0.229%
3710	PH-Gr	1/1	0	740	0	0	740	0.167%
3711	PH-Ar	2/2 + Den	0	1,221	0	0	1,221	0.275%
3712	PH-H	3/2	0	1,440	0	0	1,440	0.325%
3801	PH-A	2/2 + Den	0	1,221	0	0	1,221	0.275%
3802	PH-B	3/2	0	1,420	0	0	1,420	0.320%
3803	PH-C	2/2	0	964	0	0	964	0.217%
3804	PH-D	3/2 + Den	0	1,500	0	0	1,500	0.338%
3805	PH-E	2/2	0	1,075	0	0	1,075	0.242%
3806	PH-F	2/2	0	1,210	0	0	1,210	0.273%
3807	PH-Fr	2/2	0	1,210	0	0	1,210	0.273%
3808	PH-G	1/1	0	740	0	0	740	0.167%
3809	PH-Cr	2/2	0	1,014	0	0	1,014	0.229%

Residential Apartment Number	Apt Type	Number Of Bedrooms & Baths	No. Of Rms.	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Lanai Area Square Feet	Approx. Ltd. Common Element Roof Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest
3810	PH-Gr	1/1	0	740	0	0	740	0.167%
3811	PH-Ar	2/2 + Den	0	1,221	0	0	1,221	0.275%
3812	PH-H	3/2	0	1,440	0	0	1,440	0.325%
3901	PH-A	2/2 + Den	0	1,221	0	0	1,221	0.275%
3902	PH-B	3/2	0	1,420	0	0	1,420	0.320%
3903	PH-C	2/2	0	964	0	0	964	0.217%
3904	PH-D	3/2 + Den	0	1,500	0	0	1,500	0.338%
3905	PH-E	2/2	0	1,075	0	0	1,075	0.242%
3906	PH-F	2/2	0	1,210	0	0	1,210	0.273%
3907	PH-Fr	2/2	0	1,210	0	0	1,210	0.273%
3908	PH-G	1/1	0	740	0	0	740	0.167%
3909	PH-Cr	2/2	0	1,014	0	0	1,014	0.229%
3910	PH-Gr	1/1	0	740	0	0	740	0.167%
3911	PH-Ar	2/2 + Den	0	1,221	0	0	1,221	0.275%
3912	PH-H	3/2	0	1,440	0	0	1,440	0.325%
TOTAL				443,488				100.00%

## EXHIBIT G

### ENCUMBRANCES AGAINST TITLE

1. Restriction of access rights affecting Lot 3-B, as shown on Map 5, as set forth by Land Court Order No. 17720, filed December 9, 1959.
2. Abutter's rights of vehicle access, into and from Pali Highway, acquired by the STATE OF HAWAII by instrument dated June 12, 1962, filed as Land Court Document No. 294614 and recorded in Liber 4339 at Page 485.
3. Restriction of access rights affecting Lot 3-D-1, as shown on Map 6, as set forth by Land Court Order No. 17720, filed December 9, 1959 and by Land Court Order No. 38730, filed November 23, 1973.
4. Restriction of access rights affecting Lot 2, as shown on Map 2, as set forth by Land Court Order No. 17689, filed December 2, 1959.
5. "Excluding therefrom vehicular access into and from Pali Highway, Federal Aid Project BU-061-1(6), over and across the common boundary between Lots 1 and 2, Map 2 of Land Court Application 363."; as set forth in Deed dated June 12, 1962, filed as Land Court Document No. 294615 and recorded in Liber 4339 at Page 470.
6. Lot 2 being sub-standard in area will be used together with Royal Patent Number 218, Land Commission Award Number 1669, Apana 2 to Mokalina and a portion of Royal Patent Number 216, Land Commission Award Number 1691, Apana 3 to Naili, and become a portion of Central Business Area Off-Street Parking - Improvement District No. 80, as set forth by Land Court Order No. 17689, filed December 2, 1959.
7. Restriction of access rights affecting Lot 3, as shown on Map 2, as set forth by Land Court Order No. 17690, filed December 2, 1959.
8. "Excluding therefrom vehicular access into and from Pali Highway, Federal Aid Project BU-061-1(6), over and across the common boundary between Lots 2 and 3, Map 2 of Land Court Application 1409."; as set forth in Exchange Deed dated June 12, 1962, filed as Land Court Document No. 294616 and recorded in Liber 4339 at Page 478.
9. Lot 3 being sub-standard in area will be used together with a portion of Royal Patent Number 217, Land Commission Award Number 11,076 to Kalaaui and become a portion of Central Business Area Off-Street Parking - Improvement District No. 80, as set forth by Land Court Order No. 17690, filed December 2, 1959.
10. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

11. Grant in favor of HATTIE MACFARLANE, widow, dated November 2, 1956, recorded in Liber 3188 at Page 464, granting the right, in the nature of an easement, of ingress to and egress from Kukui Street, as more particularly described therein.
12. Restriction of Abutter's rights of vehicle access into and from Pali Highway, which rights are held by the STATE OF HAWAII, by instruments dated June 12, 1962, recorded in Liber 4338 at Page 406, dated June 12, 1962, recorded in Liber 4339 at Page 470, dated June 12, 1962, recorded in Liber 4339 at Page 478 and dated June 12, 1962, recorded in Liber 4339 at Page 485.
13. The terms and provisions, including the failure to comply with and covenants, conditions and reservations, contained in DEED dated December 28, 1964, recorded in Liber 4929 at Page 118.
14. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in QUITCLAIM DEED dated December 28, 1984, recorded in Liber 18359 at Page 718.

The foregoing includes, but is not limited to, matters relating to mineral reservations, water reservations and prehistoric and historic remains.

15. Vehicle access not permitted into and from Pali Highway as more particularly described in QUITCLAIM DEED dated December 28, 1984, recorded in Liber 18359 at Page 718.
16. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Declaration of Covenants affecting Redevelopment Sites in the Kukui Project Designated for Business Use dated March 16, 1962, filed as Land Court Document No. 298728, and also recorded in Liber 4238 at Page 320.
17. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Declaration of Covenants affecting Redevelopment Sites in the Kukui Project Designated for Public Use dated August 7, 1964, which was duly adopted by the Honolulu Redevelopment Agency on August 7, 1964 by Resolution No. 527, as disclosed by Affidavit dated September 18, 1964, filed as Land Court Document No. 351089, and also recorded in Liber 4981 at Page 382.
18. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the "Revised Urban Renewal Plan for the Kukui Project (No. Hawaii R-2), Honolulu Redevelopment Agency, City and County of Honolulu, Hawaii, May 9, 1972", which was duly adopted by the Honolulu Redevelopment Agency on July 2, 1971 and approved by the Council of the City and County of Honolulu on May 9, 1972, as disclosed by Affidavit dated September 26, 1972, filed as Land Court Document No. 600951, and also recorded in Liber 8641 at Page 432.

19. GRANT

TO : CIVIC CENTER PROPERTIES, a Hawaii general partnership

DATED : June 24, 2003

FILED : Land Court Document No. 2951685

- RECORDED : Document No. 2003-134746  
 GRANTING : a non-exclusive easement to be used solely and exclusively for (a) utility easements to service the property and (b) pedestrian and vehicle ingress and egress to and from a public roadway
20. Encroachments or any other matters as shown on survey map prepared by Gary S. Takamoto, Land Surveyor, with Controlpoint Surveying, Inc., dated May 25, 2004.
21. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:
- UNRECORDED : PARKING AGREEMENT (BLOCK J)
- DATED : as of June 8, 2004  
 PARTIES : CITY AND COUNTY OF HONOLULU, a municipal corporation organized under the laws of the State of Hawaii ("City"), and PFLUEGER GROUP, LLC, a Hawaii limited liability company  
 RE : grants to the City a license to permit up to 77 motor vehicles to be parked by City Employees within the City Employee Parking Area during the Term as more particularly defined therein
22. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:
- INSTRUMENT : PARKING DECLARATION (BLOCK J)
- DATED : as of June 8, 2004  
 FILED : Land Court Document No. 3120024  
 RECORDED : Document No. 2004-114904  
 PARTIES : PFLUEGER GROUP, LLC, a Hawaii limited liability company, and CITY AND COUNTY OF HONOLULU, a municipal corporation organized under the laws of the State of Hawaii,  
 RE : agreement to permit public parking of not less than 100 parking stalls for a term as specified therein
23. GRANT OF EASEMENT (COMMUNICATIONS UTILITIES)
- TO : CITY AND COUNTY OF HONOLULU, a municipal corporation organized under the laws of the State of Hawaii
- DATED : as of June 8, 2004  
 FILED : Land Court Document No. 3120025  
 RECORDED : Document No. 2004-114905  
 GRANTING : a non-exclusive right and easement for microwave antennas and appurtenant lines and equipment etc.
24. REAL PROPERTY MORTGAGE AND FINANCING STATEMENT
- MORTGAGOR : PFLUEGER GROUP, LLC, a Hawaii limited liability company  
 MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : as of June 8, 2004  
FILED : Land Court Document No. 3120026  
RECORDED : Document No. 2004-114906  
AMOUNT : \$9,000,000.00

CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT dated January 7, 2005, by and among PFLUEGER GROUP, LLC, a Hawaii limited liability company (the "Mortgagor"), FIRST HAWAIIAN BANK, a Hawaii corporation (the "Mortgagee"), and C. ALAN PFLUEGER, Individually and as Trustee of the C. Allan Pflueger Revocable Living Trust Agreement dated September 13, 1993, as amended, and Pflueger, Inc. (collectively, the "Guarantor"), filed as Land Court Document No. 3215107, recorded as Document No. 2005-004113.

25. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : ABSOLUTE ASSIGNMENT OF RENTALS AND LESSOR'S INTEREST IN LEASE

DATED : June 8, 2004  
RECORDED : Document No. 2004-114907  
PARTIES : PFLUEGER GROUP, LLC, a Hawaii limited liability company, "Assignor", and FIRST HAWAIIAN BANK, a Hawaii corporation, "Assignee"  
RE : to assure the repayment of a loan in the principal sum of \$9,000,000.00

26. FINANCING STATEMENT

DEBTOR : PFLUEGER GROUP, LLC, a Hawaii limited liability company

SECURED PARTY : FIRST HAWAIIAN BANK

RECORDED : Document No. 2004-114908  
RECORDED ON: June 8, 2004

27. Encroachments or any other matters as shown on survey map prepared by Wayne M. Teruya, Land Surveyor, with ParEn Inc. dba Park Engineering, dated September 7, 2004.

28. REAL PROPERTY MORTGAGE AND FINANCING STATEMENT

MORTGAGOR : PFLUEGER GROUP, LLC, a Hawaii limited liability company

MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : January 7, 2005  
RECORDED : Document No. 2005-004112  
AMOUNT : \$1,184,000.00

CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT dated January 7, 2005, by and among PFLUEGER GROUP, LLC, a Hawaii limited liability company (the "Mortgagor"), FIRST HAWAIIAN BANK, a Hawaii corporation (the "Mortgagee"), and C. ALAN PFLUEGER, Individually and as Trustee of the C. Allan

Pflueger Revocable Living Trust Agreement dated September 13, 1993, as amended, and Pflueger, Inc. (collectively, the "Guarantor"), filed as Land Court Document No. 3215107, recorded as Document No. 2005-004113.

29. FINANCING STATEMENT

DEBTOR : PFLUEGER GROUP, LLC  
SECURED PARTY : FIRST HAWAIIAN BANK  
RECORDED : Document No. 2005-004114  
RECORDED ON: January 7, 2005

30. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : OPTION AGREEMENT  
DATED : October 22, 2005  
PARTIES : PFLUEGER GROUP, LLC, a Hawaii limited liability company, "PG", and PMK DEVELOPMENT LLC, a Hawaii limited liability company, "PMK"  
RE : PG has granted to PMK an exclusive right and option to purchase the property from PG for the purchase price and upon the other terms, covenants and conditions set forth in the Option Agreement

A SHORT FORM MEMORANDUM OF OPTION AGREEMENT dated January 27, 2005, filed as Land Court Document No. 3224614, recorded as Document No. 2005-017414.

## EXHIBIT H

### CONSTRUCTION WARRANTIES

1. General. The Developer is developing the Project but it is not the general contractor or an affiliate of the general contractor who built the Project. **The Developer makes no warranties, express or implied, about the Apartments or the Project, or about consumer products or anything else installed or contained in the Apartments or the Project. This includes, but is not limited to, warranties of merchantability, habitability, workmanlike construction, fitness for a particular purpose, or sufficiency of design. All rights and interests in the Project are sold by the Developer "as is" and "where is", with all defects, whether visible or hidden, and whether not or not known.** This means, among other things, that the Developer does not have to fix any defect no matter what causes it or when it is discovered. **Each purchaser of an apartment ("Purchaser") and every other Interested Person (as such term is defined in the Declaration) gives up (in legal terms, "waives and releases") any and all rights and claims such person may have, now or in the future, against the Developer, its representatives, successors and assigns for (i) any defects in the Apartments or the Project or any consumer products or anything else things installed or contained in the Apartments or the Project, and (ii) for injury to persons or property arising from any such defects.** This means that the Developer will not have to pay for any injury or damage to people or things as a result of any defect.

2. Building and Other Improvements.

The construction contract for the Project (the "Construction Contract") contains a clause which provides in pertinent part that:

"If within one (1) year after the Date of Substantial Completion, or within such longer or other period of time as may be prescribed by law or by the terms of any applicable warranty contained in the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall immediately correct such Work or, in the case of corrections involving long-lead items, take all necessary action to correct such Work as promptly as possible, upon receipt of a written notice from the Owner to do so."

The Developer makes no warranties itself, but the Developer agrees that the closing of the sale of any apartment in the Project shall constitute an assignment by the Developer to the Purchaser of the apartment of any and all warranties given to the Developer by the contractor(s) for the Project in connection with the apartment, including any contractor's agreement to promptly correct any of its work found to be defective or not in conformance with the Construction Contract following the "Date of Substantial Completion of the Work", as defined in the Construction Contract. The benefit of such agreement shall accrue to the Purchaser on closing without further instruments or documents. The Developer shall cooperate with the Purchaser during the effective period of such agreement in asserting any claims based on any such warranty. The Developer is not adopting the contractor's warranty or acting as co-warrantor, but is merely attempting to pass through to any Purchaser the benefit of such contractor's warranty, if any.

3. Chapter 672E Requirements for Filing a Lawsuit or Other Action for Defective Construction Against the Contractor. CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS A PURCHASER MUST FOLLOW BEFORE THE PURCHASER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED THE PURCHASER'S APARTMENT OR THE CONDOMINIUM IMPROVEMENTS. NINETY (90) DAYS BEFORE THE PURCHASER FILES A LAWSUIT OR OTHER ACTION, THE PURCHASER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS THE PURCHASER ALLEGES

ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. THE PURCHASER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT THE PURCHASER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

4. Appliances.

The closing of the sale of any apartment in the Project shall also constitute the assignment by the Developer to the Purchaser, for the unexpired term, if any, of any manufacturer's or dealer's warranties covering any furnishings, fixtures and appliances that are part of the apartment. The Developer is merely attempting to pass through to the Purchaser any such manufacturer's or dealer's warranties; the Developer is not adopting any such warranties or acting as co-warrantor with respect to any furnishings, fixtures or appliances. The terms of the manufacturer's or dealer's written warranties will be available for the Purchaser's examination at the Developer's sales office.

\*\*\*\*\*

Except for the agreements set forth hereinabove, THE DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY APARTMENT, THE PROJECT, ANY CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED IN ANY APARTMENT OR IN THE PROJECT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF ANY APARTMENT FOR A PARTICULAR PURPOSE.

**EXHIBIT I**

**ESTIMATED INITIAL MONTHLY MAINTENANCE FEES  
AND MAINTENANCE FEE DISBURSEMENTS**

Commercial Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
1	C-1		9,989	17,669	27,658	2.254%	\$3,985.30	24.434%	\$1,910.74
2	C-2		24,600	27,926	52,526	5.552%	\$9,816.49	60.175%	\$4,705.69
3	C-3		3,692	0	3,692	0.832%	\$1,471.06	9.031%	\$706.22
4	C-4		2,575	0	2,575	0.581%	\$1,027.27	6.299%	\$492.58
5	C-5		25	0	25	0.006%	\$10.61	0.061%	\$4.77

Residential Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
701	A	2/2 + Den	1,030	272	1,064	0.232%	\$410.20	0.256%	\$81.59
702	B	3/2	1,256	296	1,290	0.283%	\$500.37	0.312%	\$99.43
703	C	2/1	810	195	844	0.183%	\$323.56	0.201%	\$64.06
704	D	3/2 + Den	1,304	200	1,338	0.294%	\$519.82	0.324%	\$103.26
705	E	2/2	1,075	273	1,075	0.242%	\$427.88	0.268%	\$85.41
708	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
709	Cr	2/1	855	200	889	0.193%	\$341.24	0.212%	\$67.56
710	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
711	Ar	2/2 + Den	1,030	261	1,064	0.232%	\$410.20	0.256%	\$81.59
712	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
801	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
802	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
803	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
804	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
805	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
806	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
807	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
808	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
809	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
810	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
811	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
812	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03

Residential Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
901	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
902	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
903	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
904	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
905	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
906	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
907	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
908	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
909	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
910	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
911	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
912	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
1001	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1002	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1003	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1004	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1005	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1006	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1007	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1008	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1009	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1010	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1011	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1012	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
1101	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1102	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1103	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1104	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1105	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1106	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1107	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1108	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1109	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1110	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1111	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1112	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
1201	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1202	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1203	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1204	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1205	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1206	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1207	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54

Residential Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
1208	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1209	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1210	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1211	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1212	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
1301	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1302	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1303	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1304	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1305	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1306	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1307	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1308	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1309	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1310	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1311	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1312	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
1401	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1402	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1403	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1404	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1405	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1406	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1407	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1408	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1409	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1410	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1411	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1412	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
1501	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1502	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1503	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1504	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1505	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1506	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1507	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1508	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1509	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1510	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1511	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1512	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03

Residential Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
1601	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1602	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1603	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1604	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1605	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1606	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1607	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1608	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1609	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1610	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1611	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1612	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
1701	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1702	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1703	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1704	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1705	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1706	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1707	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1708	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1709	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1710	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1711	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1712	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
1801	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1802	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1803	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1804	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1805	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1806	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1807	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1808	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1809	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1810	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1811	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1812	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
1901	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1902	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
1903	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
1904	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
1905	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
1906	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
1907	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54

Residential Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
1908	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1909	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
1910	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
1911	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
1912	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
2001	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2002	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2003	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2004	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
2005	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
2006	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2007	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2008	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2009	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2010	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2011	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2012	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
2101	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2102	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2103	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2104	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
2105	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
2106	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2107	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2108	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2109	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2110	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2111	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2112	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
2201	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2202	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2203	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2204	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
2205	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
2206	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2207	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2208	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2209	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2210	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2211	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2212	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03

Residential Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
2301	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2302	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2303	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2304	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
2305	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
2306	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2307	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2308	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2309	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2310	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2311	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2312	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
2401	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2402	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2403	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2404	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
2405	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
2406	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2407	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2408	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2409	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2410	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2411	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2412	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
2501	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2502	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2503	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2504	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
2505	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
2506	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2507	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2508	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2509	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2510	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2511	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2512	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
2601	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2602	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2603	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2604	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
2605	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
2606	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2607	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54

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2608	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2609	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2610	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2611	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2612	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
2701	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2702	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2703	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2704	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
2705	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
2706	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2707	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2708	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2709	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2710	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2711	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2712	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
2801	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2802	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2803	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2804	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
2805	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
2806	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2807	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2808	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2809	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2810	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2811	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2812	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
2901	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2902	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
2903	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
2904	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
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2906	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2907	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
2908	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2909	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
2910	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
2911	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
2912	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03

Residential Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
3001	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3002	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
3003	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
3004	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
3005	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3006	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
3007	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
3008	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3009	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
3010	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3011	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3012	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
3101	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3102	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
3103	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
3104	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
3105	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3106	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
3107	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
3108	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3109	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
3110	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3111	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3112	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
3201	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3202	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
3203	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
3204	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
3205	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3206	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
3207	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
3208	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3209	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
3210	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3211	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3212	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
3301	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3302	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
3303	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
3304	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
3305	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3306	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
3307	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54

Residential Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
3308	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3309	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
3310	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3311	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3312	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
3401	A	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3402	B	3/2	1,256	34	1,290	0.283%	\$500.37	0.312%	\$99.43
3403	C	2/1	810	34	844	0.183%	\$323.56	0.201%	\$64.06
3404	D	3/2 + Den	1,304	34	1,338	0.294%	\$519.82	0.324%	\$103.26
3405	E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3406	F	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
3407	Fr	2/2	1,042	34	1,076	0.235%	\$415.50	0.259%	\$82.54
3408	G	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3409	Cr	2/1	855	34	889	0.193%	\$341.24	0.212%	\$67.56
3410	Gr	1/1	638	38	676	0.144%	\$254.61	0.158%	\$50.35
3411	Ar	2/2 + Den	1,030	34	1,064	0.232%	\$410.20	0.256%	\$81.59
3412	H	3/2	1,277	34	1,311	0.288%	\$509.21	0.317%	\$101.03
3501	PH-A	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3502	PH-B	3/2	1,420	0	1,420	0.320%	\$565.79	0.353%	\$112.50
3503	PH-C	2/2	964	0	964	0.217%	\$383.68	0.240%	\$76.49
3504	PH-D	3/2 + Den	1,500	0	1,500	0.338%	\$597.62	0.373%	\$118.88
3505	PH-E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3506	PH-F	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3507	PH-Fr	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3508	PH-G	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3509	PH-Cr	2/2	1,014	0	1,014	0.229%	\$404.89	0.252%	\$80.31
3510	PH-Gr	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3511	PH-Ar	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3512	PH-H	3/2	1,440	0	1,440	0.325%	\$574.63	0.358%	\$114.09
3601	PH-A	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3602	PH-B	3/2	1,420	0	1,420	0.320%	\$565.79	0.353%	\$112.50
3603	PH-C	2/2	964	0	964	0.217%	\$383.68	0.240%	\$76.49
3604	PH-D	3/2 + Den	1,500	0	1,500	0.338%	\$597.62	0.373%	\$118.88
3605	PH-E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3606	PH-F	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3607	PH-Fr	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3608	PH-G	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3609	PH-Cr	2/2	1,014	0	1,014	0.229%	\$404.89	0.252%	\$80.31
3610	PH-Gr	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3611	PH-Ar	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3612	PH-H	3/2	1,440	0	1,440	0.325%	\$574.63	0.358%	\$114.09

Residential Apartment Number	Apt. Type	Number Of Bedrooms & Baths	Approx. Net Living Area Square Feet	Approx. Ltd. Common Element Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Common Expense	Percent Ltd. Common Interest	Limited Common Expense
3701	PH-A	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3702	PH-B	3/2	1,420	0	1,420	0.320%	\$565.79	0.353%	\$112.50
3703	PH-C	2/2	964	0	964	0.217%	\$383.68	0.240%	\$76.49
3704	PH-D	3/2 + Den	1,500	0	1,500	0.338%	\$597.62	0.373%	\$118.88
3705	PH-E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3706	PH-F	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3707	PH-Fr	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3708	PH-G	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3709	PH-Cr	2/2	1,014	0	1,014	0.229%	\$404.89	0.252%	\$80.31
3710	PH-Gr	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3711	PH-Ar	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3712	PH-H	3/2	1,440	0	1,440	0.325%	\$574.63	0.358%	\$114.09
3801	PH-A	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3802	PH-B	3/2	1,420	0	1,420	0.320%	\$565.79	0.353%	\$112.50
3803	PH-C	2/2	964	0	964	0.217%	\$383.68	0.240%	\$76.49
3804	PH-D	3/2 + Den	1,500	0	1,500	0.338%	\$597.62	0.373%	\$118.88
3805	PH-E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3806	PH-F	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3807	PH-Fr	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3808	PH-G	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3809	PH-Cr	2/2	1,014	0	1,014	0.229%	\$404.89	0.252%	\$80.31
3810	PH-Gr	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3811	PH-Ar	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3812	PH-H	3/2	1,440	0	1,440	0.325%	\$574.63	0.358%	\$114.09
3901	PH-A	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3902	PH-B	3/2	1,420	0	1,420	0.320%	\$565.79	0.353%	\$112.50
3903	PH-C	2/2	964	0	964	0.217%	\$383.68	0.240%	\$76.49
3904	PH-D	3/2 + Den	1,500	0	1,500	0.338%	\$597.62	0.373%	\$118.88
3905	PH-E	2/2	1,075	0	1,075	0.242%	\$427.88	0.267%	\$85.09
3906	PH-F	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3907	PH-Fr	2/2	1,210	0	1,210	0.273%	\$482.69	0.301%	\$95.93
3908	PH-G	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3909	PH-Cr	2/2	1,014	0	1,014	0.229%	\$404.89	0.252%	\$80.31
3910	PH-Gr	1/1	740	0	740	0.167%	\$295.27	0.184%	\$58.64
3911	PH-Ar	2/2 + Den	1,221	0	1,221	0.275%	\$486.23	0.304%	\$96.88
3912	PH-H	3/2	1,440	0	1,440	0.325%	\$574.63	0.358%	\$114.09
TOTAL			443,488	57,716		100.00%	\$176,810	100.000%	\$39,690

2007 Monthly Operating Budget For  
Capitol Place

DESCRIPTION	Jan. 2006	Feb. 2006	March 2006	April 2006	May 2006	June 2006	July 2006	August 2006	Sept. 2006	Oct. 2006	Nov. 2006	Dec. 2006	ANNUAL TOTAL
<b>REVENUE</b>													
Maintenance Fees	216,500	216,500	216,500	216,500	216,500	216,500	216,500	216,500	216,500	216,500	216,500	216,500	2,598,000
Other Income													0
Other Income													0
<b>TOTAL REVENUE</b>	<b>216,500</b>	<b>2,598,000</b>											
<b>UTILITIES</b>													
Electricity	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	360,000
Television	12,160	12,160	12,160	12,160	12,160	12,160	12,160	12,160	12,160	12,160	12,160	12,160	145,920
Internet	9,850	9,850	9,850	9,850	9,850	9,850	9,850	9,850	9,850	9,850	9,850	9,850	118,200
Water	5,760		5,760		5,760		5,760		5,760		5,760		34,560
Sewer	14,160		14,160		14,160		14,160		14,160		14,160		84,960
Gas													0
Telephone	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
<b>TOTAL UTILITIES</b>	<b>72,930</b>	<b>53,010</b>	<b>755,640</b>										
<b>CONTRACT SVCS:</b>													
Air Conditioning	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Health Club/ Rec Eq. Lease	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Window Washing	11,000			11,000			11,000			11,000			44,000
Elevator Residential	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Elevator Commercial/Parking	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Generator - Maint & Fuel	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Pest Control	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Trash Rem/Deodor	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Mechanical Systems	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Exhaust Duct Cleaning	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Fire/Alarm Systems	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Cold Water Booster Pumps	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Swing Station Maint	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Backflow Test/Sewer Clean	50	50	50	50	50	50	50	50	50	50	50	50	600
Purchasing Hui	400	400	400	400	400	400	400	400	400	400	400	400	4,800
<b>TOTAL CONTRACT SVCS</b>	<b>27,200</b>	<b>16,200</b>	<b>16,200</b>	<b>238,400</b>									
<b>MAINTENANCE</b>													
A/C System Repairs	800	800	800	800	800	800	800	800	800	800	800	800	9,600
Custodial Supp/Equip	775	775	775	775	775	775	775	775	775	775	775	775	9,300
Health Club Maintenance	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Landscaping Supplies	800	800	800	800	800	800	800	800	800	800	800	800	9,600
Light Bulbs/Electrical	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Plumbing Repairs	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Rec Fac/Pool	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Paint & Paint Supplies	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Security Equip R&R	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Fire System Repairs	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Building Repairs	800	800	800	800	800	800	800	800	800	800	800	800	9,600
Misc Rep & Mat/Supl	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Tools and Equipment	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Misc. Exp./Contingency	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Armen/Decor/Flowers	400	400	400	400	400	400	400	400	400	400	400	400	4,800
<b>TOTAL MAINTENANCE</b>	<b>9,225</b>	<b>110,700</b>											
<b>PROFFESIONAL SERVICES</b>													
M.A. Admin Sups & Svcs	800	800	800	800	800	800	800	800	800	800	800	800	9,600
AOAO Admin Exps	800	800	800	800	800	800	800	800	800	800	800	800	9,600
Office Furniture & Equip. Leas	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000
Education	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Management SRVS	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	57,600
Audit			1,250										1,250
Legal	375	375	375	375	375	375	375	375	375	375	375	375	4,500
Consulting Fees	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Newsletter/Web Publication	300	300	300	300	300	300	300	300	300	300	300	300	3,600

<b>TOTAL PROFESSIONAL SVCS</b>	11,575	11,575	12,825	11,575	11,575	11,575	11,575	11,575	11,575	11,575	11,575	11,575	11,575	140,150
<b>PAYROLL &amp; BENEFITS</b>														
Manager	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Assistant Manager	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	40,800
Office Adm	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	26,000
Maintenance	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	23,400	280,800
Security	22,535	22,535	22,535	22,535	22,535	22,535	22,535	22,535	22,535	22,535	22,535	22,535	22,535	270,420
Workers Comp	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	42,000
Temp. Dis. Inc.	770	0	0	770	0	0	770	0	0	770	0	0	0	3,080
Health Care	6,860	6,860	6,860	6,860	6,860	6,860	6,860	6,860	6,860	6,860	6,860	6,860	6,860	82,320
Payroll Taxes	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	6,065	72,780
Payroll Preparation	250	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Managers Apt	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	31,500
401(k) Plan	500	500	500	500	500	500	500	500	500	500	500	500	500	6,000
<b>TOTAL PAYROLL &amp; BENEFITS</b>	<b>77,072</b>	<b>76,302</b>	<b>76,302</b>	<b>76,302</b>	<b>918,700</b>									
<b>Other Expenses:</b>														
Insurance: Multi Peril	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	240,000
Uninsured Expenses	500	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Miscellaneous Expense	750	750	750	750	750	750	750	750	750	750	750	750	750	9,000
Taxes: GET	48	0	0	48	0	0	48	0	0	48	0	0	0	192
Taxes: FIT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Other Expenses:</b>	<b>21,298</b>	<b>21,250</b>	<b>21,250</b>	<b>21,250</b>	<b>255,192</b>									
<b>Total Operating Expenses:</b>	<b><u>219,300</u></b>	<b><u>187,562</u></b>	<b><u>208,732</u></b>	<b><u>199,380</u></b>	<b><u>207,482</u></b>	<b><u>187,562</u></b>	<b><u>219,300</u></b>	<b><u>187,562</u></b>	<b><u>207,482</u></b>	<b><u>199,380</u></b>	<b><u>207,482</u></b>	<b><u>187,562</u></b>	<b><u>2,418,782</u></b>	
Operating Surplus (-Deficit)	-2,800	28,938	7,768	17,120	9,018	28,938	-2,800	28,938	9,018	17,120	9,018	28,938	179,218	

**Following are the estimated monthly costs for maintenance, electrical and labor charges for the commercial and residential limited common elements:**

<b>RESIDENTIAL</b>			Monthly	Annual
Operating Costs:				
	Elevator Service Contract		\$5,000.00	\$60,000.00
	Materials/Supplies		\$500.00	\$6,000.00
	Rec Deck Equipment Lease		\$5,000.00	\$60,000.00
	Landscaping		\$2,170.00	\$26,040.00
	Electricity			
		Elevators	\$400.00	\$4,800.00
		Recreation Deck	\$2,000.00	\$24,000.00
		Tower - Hallways	\$2,000.00	\$24,000.00
		Tower - Stairwells	\$300.00	\$3,600.00
		Garage	\$1,500.00	\$18,000.00
	Labor		\$7,000.00	\$84,000.00
Reserve Components			\$6,000.00	\$72,000.00
<b>TOTAL RESIDENTIAL LIMITED COMMON EXPENSES</b>			<b>\$31,870.00</b>	<b>\$382,440.00</b>
<b>COMMERCIAL</b>				
Operating Costs:				
	Elevator Service Contract	Dealership	\$500.00	\$6,000.00
	Elevator Service Contract	Public Parking	\$500.00	\$6,000.00
	Electricity - Ground Floor		\$3,000.00	\$36,000.00
	Landscaping		\$1,820.00	\$21,840.00
Reserve Component			\$2,000.00	\$24,000.00
<b>TOTAL COMMERCIAL LIMITED COMMON EXPENSES</b>			<b>\$7,820.00</b>	<b>\$93,840.00</b>

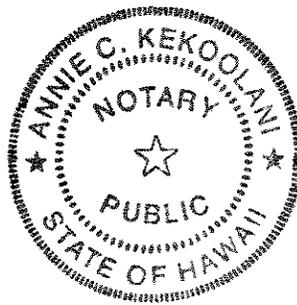
Hawaiiana Management Company, Ltd. hereby certifies that the annual operating budget and the estimates of the initial monthly maintenance fees assessable against the owner(s) of each of the apartments in the Capitol Place condominium project (the "Project") set forth in this Exhibit I to the Preliminary Condominium Public Report for the Project were prepared in accordance with generally accepted accounting principles.

HAWAIIANA MANAGEMENT COMPANY, LTD.

By *Cresley Burt*  
Name: \_\_\_\_\_  
Title: president  
Date: February 16, 2005

Subscribed and sworn to before me  
this 16 day of February, 2005.

*[Signature]*  
Notary Public, State of Hawaii  
Name: Annie C. Kekoolani  
My Commission expires: 02-16-06



## EXHIBIT J

### SUMMARY OF THE SALES CONTRACT

The specimen Condominium Purchase Agreement, Deposit Receipt and Contract ("Purchase Agreement") contains, among others, the following terms and provisions (which may be modified or otherwise limited by provisions not summarized):

1. The Purchase Price shall be paid in four (4) payments, the last of which shall be paid to Escrow, subject to other terms, on the earlier of (a) the Date of Pre-closing, or (b) three (3) days prior to the Scheduled Closing Date, except that mortgage proceeds from Buyer's Permanent Loan may be paid one (1) day prior to the Scheduled Closing Date.
2. The Purchase Price does not include the Project start-up fee, maintenance fees, closing costs, prorations, and additional costs payable by Buyer under the Purchase Agreement.
3. At any time prior to the effective date of the Contingent Final Condominium Public Report (or, if a Contingent Final Condominium Public Report is not issued, for the Final Condominium Public Report), Seller shall be entitled to specify in a written notice to Buyer a date within ninety (90) days after such effective date, which shall constitute the earliest date on which the Purchase Agreement shall become legally binding upon Buyer (the "Binding Date"). If Seller notifies Buyer of a Binding Date in accordance with this Section IV.2, then, notwithstanding the issuance of an effective date for the Contingent Final Condominium Public Report (or, if a Contingent Final Condominium Public Report is not issued, for the Final Condominium Public Report), in no event shall the Purchase Agreement be legally binding upon Buyer prior to such Binding Date.
4. The Purchase Agreement shall become a legally binding contract upon the last to occur of (i) Buyer's actual or deemed execution and return of the receipt for a Contingent Final Condominium Public Report, or, if a Contingent Final Condominium Public Report is not issued, the Final Condominium Public Report, and Buyer's actual or deemed waiver, or the expiration, of Buyer's right to cancel as more particularly provided in §514A-62 of the Hawaii Revised Statutes, as amended; and (ii) the Binding Date. Prior to the time the Purchase Agreement becomes a binding sales contract, the Purchase Agreement may be terminated at any time, with or without cause, at the option of either party, by written notice of such termination delivered to the other party.
5. When an effective date for the Contingent Final Condominium Public Report (or, if a Contingent Final Condominium Public Report is not issued, the Final Condominium Public Report) is issued by the Real Estate Commission, a copy of the Contingent Final Condominium Public Report (or, if a Contingent Final Condominium Public Report is not issued, the Final Condominium Public Report) will be delivered to Buyer along with a receipt for the report and a notice of right to cancel. If Buyer fails to execute and return the receipt and notice of right to cancel within thirty (30) calendar days after the delivery to Buyer of a copy of the Contingent Final Condominium Public Report (or, if a Contingent Final Condominium Public Report is not issued, the Final Condominium Public Report), then Seller may at its sole option terminate the Purchase Agreement. Upon such termination, Seller shall cause Escrow to refund to Buyer all payments previously made by Buyer, with interest to the extent described in summary item 12 hereinbelow and less Escrow's cancellation fee, and Seller shall have no further liability under the Purchase Agreement.
6. Buyer has received a copy of the public report(s) for the Project, form of Apartment Deed, and Escrow Agreement, and Buyer acknowledges that Buyer has had a reasonable opportunity to

read the Declaration, Bylaws, House Rules, form of Apartment Deed and Escrow Agreement and to examine the Project plans, and Buyer accepts such documents and plans with such changes and modifications as the Project architect may deem necessary.

7. Within thirty (30) days after the date Seller accepts the Purchase Agreement, Buyer must submit to Seller a Qualification Letter in form and content acceptable to Seller from the Qualification Agent, confirming Buyer's ability to pay the Purchase Price.
8. If Buyer shall have applied for a Qualification Letter and diligently pursued such application, and Buyer does not obtain a Qualification Letter in form and content acceptable to Seller (in Seller's sole discretion) within thirty (30) calendar days of Seller's acceptance of the Purchase Agreement, then Seller or Buyer shall have the right and option to terminate the Purchase Agreement and upon such termination, Escrow shall refund to Buyer all monies previously paid by Buyer, with interest to the extent provided in the Purchase Agreement, less Escrow's cancellation fee and any other actual expenses incurred by reason of Buyer having signed the Purchase Agreement.
9. If Buyer will be utilizing mortgage financing to pay a portion of the Purchase Price, then Buyer shall be solely responsible for applying for and obtaining the Buyer's Permanent Loan from the Qualification Agent or Buyer's Permanent Lender. All financing and the terms and conditions thereof, shall be a matter of concern solely between Buyer and the Qualification Agent or Buyer's Permanent Lender and shall not affect the rights or obligations of Seller or Buyer. The sale and purchase of the Apartment shall not be contingent upon Buyer's ability to retain the interest rate quoted at the time of approval of the Qualification Letter or Buyer's Permanent Loan. Buyer shall be solely responsible for any loan fees or other charges payable to Buyer's Permanent Lender in processing, issuing or canceling Buyer's Permanent Loan.
10. If Buyer will be paying the entire Purchase Price in cash and Seller so requires, then no later than sixty (60) days, and no earlier than ninety (90) days prior to the Scheduled Closing Date, Buyer must submit to Seller written evidence from Buyer's bankers or accountants or other persons reconfirming Buyer's ability to pay the Purchase Price in cash on the Date of Closing. If Seller, in its sole discretion, is not satisfied as to Buyer's continued ability to make such cash payments, then Buyer shall be in default under the Purchase Agreement.
11. All payments made by Buyer under the Purchase Agreement will be deposited with Escrow under the terms of the Escrow Agreement.
12. If Buyer so elects, all funds received by Escrow from or at the direction of Buyer may be deposited into an interest bearing account or accounts in a federally insured bank or savings and loan institution selected by Seller. Buyer shall pay all costs and expenses incurred or charged by Escrow for the purpose of setting up, maintaining and closing such interest bearing account(s). Except in the event of a default by Buyer (in which case the default provisions summarized hereinbelow shall govern), all interest earned from such account(s) from the date of Seller's acceptance of the Purchase Agreement shall be credited to Buyer's account; provided that no interest shall be credited to Buyer (i) for the period prior to Seller's acceptance of the Purchase Agreement; or (ii) on funds held by Escrow for less than sixty (60) calendar days after Seller's acceptance of the Purchase Agreement. Any interest earned on funds in escrow which is not required by the terms of the Purchase Agreement to be credited to the account of Buyer shall be paid to Seller.
13. After the Real Estate Commission's issuance of an effective date for a Contingent Final Public Report (or, if a Contingent Final Public Report is not issued, the Final Public Report), Payments A, B and C under the Purchase Agreement may be disbursed by Escrow subject to the terms of the Escrow Agreement prior to the date of completion of the Project as permitted by §514A-

40(a)(6) and §514A-67, Hawaii Revised Statutes, as amended, to pay for the costs of constructing the Project.

14. Seller has reserved the right to make certain modifications to the Declaration, By-Laws, House Rules, Condominium Map, form of Apartment Deed, and other documents as may be required by law, any title insurance company, any institutional mortgagee, or any governmental agency, or as Seller otherwise deems appropriate; provided that no such modification shall (i) materially increase Buyer's share of common expenses without Buyer's consent; or (ii) reduce the obligations of Seller for common expenses on unsold apartments; or (iii) require a substantial physical change of the Apartment or of the building in which the Apartment is located.
15. Seller has reserved the right to require alterations of the Project (and to modify any of such documents accordingly) to change the configuration of, to alter the number of rooms of, to decrease or increase the size of, or to change the location of any other apartment and/or parking area, and to make other minor changes in the Apartment, any of the other apartments or the common elements of the Project.
16. Any model shown to Buyer is displayed only for illustration and Seller shall not be required to deliver the Apartment in exact accordance with any model. None of the appurtenances and furnishings shown in any model is included in the Purchase Agreement, unless Seller agrees in writing to deliver the same for part of the Purchase Price. The usable or living area, location and configuration of the Apartment and all improvements of the Project may fluctuate from that shown or displayed to Buyer in any drawings, plans, topographic maps or models when Seller finally places final improvements. The location, size, height and composition of all improvements to be constructed as a part of the Project or adjacent thereto shall be determined by Seller in its sole and absolute discretion. Despite models or drawings displayed to Buyer, Seller has made no representations, warranties or assurances to Buyer regarding the size, height, location or composition of any improvement to be constructed on or adjacent to the Project. Seller may substitute the materials, appliances and other items in the Apartment and on the Project with materials, appliances and other items of substantially equal quality and utility, without adjustment to the Purchase Price. If Seller is unable to complete or install in the Apartment any optional item, decorator item, fixture, furnishing or other improvement, and such failure is caused by circumstances beyond Seller's reasonable control, the Close of Escrow shall not be delayed so long as occupancy of the Apartment is approved by the applicable governmental authority.
17. If Seller offers color selections for the standard appliances or any other standard items in the Apartment, then Buyer shall make such selections within five (5) business days after receipt of written notice from Seller or Seller's agent requiring Buyer to make such selections. If Buyer fails to make such selections within the allotted time period, Seller shall be authorized to make the color selections on behalf of Buyer. If any of the color selections become unavailable for any reason, Buyer shall select, within five (5) business days after notice thereof, another color selection from the alternative choices offered by Seller, or Seller shall be authorized to make such selection on behalf of Buyer. The unavailability of any original color selection shall have no effect on Buyer's obligations hereunder and shall not in any way constitute grounds for any claim whatsoever against Seller.
18. Buyer acknowledges the conditions pertaining to the Project set forth in Exhibit 1 attached hereto.
19. BUYER INTENTIONALLY WAIVES, RELINQUISHES AND SUBORDINATES THE PRIORITY OR SUPERIORITY OF ANY LIEN OR OTHER LEGAL OR EQUITABLE INTEREST ARISING UNDER THE PURCHASE AGREEMENT IN FAVOR OF THE LIEN OR CHARGE ON THE PROJECT OR THE SECURITY INTERESTS OF SELLER'S LENDER, INCLUDING BUT NOT LIMITED TO ANY LIEN, MORTGAGE OR OTHER CHARGE SECURING A LOAN MADE TO FINANCE THE ACQUISITION OF THE LAND AND THE COSTS OF CONSTRUCTION AND

OTHER COSTS DURING SUCH CONSTRUCTION AND ANY AND ALL ADVANCES THEREFOR, WHETHER CONTRACTUAL OR VOLUNTARY, UNTIL THE FINAL CLOSING AND DELIVERY BY SELLER OF AN APARTMENT DEED TO BUYER.

20. Buyer consents to Seller's assignment to Lender, as security, of Seller's interests in the Purchase Agreement and Buyer's deposits with Escrow. In the event Lender acquires Seller's interest in the Purchase Agreement pursuant to said assignment, Buyer shall, at Lender's option, perform to, attorn to, and recognize Lender as the Seller under the Purchase Agreement.
21. Seller unconditionally covenants and agrees that construction of the Apartment shall be completed within two (2) years of the date that the Purchase Agreement becomes a binding contract between Buyer and Seller; provided, however that said two (2) year period shall be extended for any period of time during which Seller is actually and necessarily delayed in completing construction of the Apartment if said delay is due to fire, earthquake, acts of God, the elements, war or civil disturbance, strikes or other disturbances, government legislation or controls, or economic controls making it impossible to obtain the necessary labor or materials, or other matters or conditions legally supportable under Hawaii as being beyond the control of Seller and which cause completion of construction of the Apartment within said two (2) year period to be impossible.
22. Seller reserves the right to exercise all of the powers as a member of the Association as to all unsold apartments in the Project. So long as Seller owns an interest in any Apartment in the Project, and until the election of the Board of Directors and officers of the Association of Apartment Owners, Seller may exercise all of the powers of the Board of Directors and officers.
23. The estimates of monthly maintenance charges and assessments for the Apartment as shown in the condominium public report(s) for the Project are not intended to be and do not constitute any representation or warranty by Seller.
24. Neither Seller nor any of its representatives has made any representation or reference as to rental of the Apartment, income from the Apartment or any other economic benefit to be derived from the rental of the Apartment, including, but not limited to, any reference or representation to the effect that Seller or any affiliate of Seller will provide, directly or indirectly, any services relating to the rental of the Apartment.
25. Until Seller has closed out the sale of all the apartments in the Project or until December 31, 2012, whichever shall first occur, Buyer will not enter into any "rental pool" or similar agreement with any purchaser, lessee or owner of another apartment in the Project and/or any third party under which Buyer agrees to share expenses and/or rentals of apartments in the Project unless specifically agreed to in writing by Seller.
26. After the Purchase Agreement has become a binding contract, Buyer shall have the right to rescind the Purchase Agreement only if there is a material change in the Project which directly, substantially and adversely affects the use or value of (i) the Apartment or appurtenant limited common elements, or (ii) amenities of the Project available for Buyer's use.
27. The closing of the sale of the Apartment shall constitute an assignment by Seller to Buyer of any and all warranties given to Seller by the contractor for the Project in connection with the Apartment, including any contractor's to promptly correct any of its work found to be defective or not in conformance with the construction contract following the date of substantial completion of the work. The benefit of such an agreement shall accrue to Buyer on the Date of closing without further instruments or documents. Seller shall cooperate with Buyer in asserting any claims based on any such warranty.

28. Chapter 672E of the Hawaii Revised Statutes contains important requirements Buyer must follow before Buyer can file a lawsuit or other action for defective construction against the contractor who designed, repaired, or constructed the Apartment or Project. Ninety days before Buyer can file a lawsuit or other action against the contractor, Buyer must serve on the contractor a written notice of any construction conditions Buyer alleges are defective. Under the law, a contractor has the opportunity to make an offer to repair and/or pay for the defects. Buyer is not obligated to accept any offer made by a contractor. There are strict deadlines and procedures under the law, and failure to follow them may negatively affect Buyer's ability to file a lawsuit or other action.
29. Seller makes no warranties with respect to the Apartment, the Project, any consumer products or anything else installed in the Apartment or in the Project, including but not limited to any implied warranty of merchantability, habitability, workmanlike construction or fitness of the Apartment for a particular purpose.
30. If Buyer is purchasing the apartment pursuant to Part VI of the Condominium Property Regime Act, Hawaii Revised Statutes § 514A-101 et seq., governing sales to prospective owner-occupants, then Buyer may not sell or offer to sell, lease or offer to lease, rent or offer to rent, assign or offer to assign, convey or otherwise transfer any interest in the Apartment until at least three hundred sixty five (365) consecutive calendar days have elapsed since the recordation of the Apartment Deed. At any time after obtaining Buyer's Permanent Loan, or a firm written commitment for Buyer's Permanent Loan, up until the expiration of the Owner-Occupant Affidavit executed by Buyer pursuant to § 514A-104.5, Hawaii Revised Statutes, Buyer shall notify the Commission immediately upon any decision to cease being an owner-occupant of the Apartment.
31. The Date of Occupancy shall be the date upon which the Architect certifies that the Apartment is ready for occupancy. If the Purchase Agreement is accepted by Seller more than forty-five (45) calendar days prior to the Date of Occupancy, then the Scheduled Date of Closing shall be a date within sixty (60) calendar days after the Date of Occupancy as specified by Seller in a written notice to Buyer; otherwise, the Scheduled Closing Date shall be a date mutually acceptable to Buyer and Seller, but in no event more than ninety (90) calendar days after Seller has accepted the Purchase Agreement.
32. The Date of Preclosing shall be the date on or about sixty (60) calendar days prior to the Scheduled Closing Date, as specified by Seller in a written notice to Buyer. On the earlier of the Date of Preclosing or three (3) calendar days prior to the Scheduled Closing Date, Buyer shall pay into Escrow all sums due from Buyer at closing, including, without limitation, the title insurance premium, the escrow fee, recording fees and applicable conveyance taxes, but excluding only Buyer's Permanent Loan proceeds, if applicable.
33. Buyer or its agent shall inspect the Apartment and will sign an inspection sheet to be furnished by Seller or the contractor, or Buyer will appoint the inspecting architect or engineer for the Project, or Seller or any agent of Seller to inspect the Apartment and execute the inspection sheet on behalf of Buyer. Buyer agrees to accept possession of the Apartment despite the existence of damages and defects as long as Seller agrees to repair such defects or damage within a reasonable time. Buyer agrees to indemnify Seller for any damages or losses resulting from any wrongful refusal to accept possession of the Apartment.
34. Time is of the essence of the obligations of Buyer under the Purchase Agreement.
35. Risk of loss to the Apartment shall be borne by Seller until the Date of Closing.
36. Buyer shall be in default under the Purchase Agreement if (i) Buyer fails to make a payment when due; or (ii) Buyer fails to furnish to Qualification Agent an application for a Qualification Letter and

such additional information and documents as Qualification requires; or (iii) Buyer fails to furnish to Seller the Qualification Letter within the time period specified therein; or (iv) Buyer fails to execute and return the receipt and notice of right to cancel in connection with Buyer's receipt of a copy of the Contingent Final Condominium Public Report (or, if a Contingent Final Condominium Public Report is not issued, the Final Condominium Public Report) within the time period specified in Section IV., Paragraph 2 of the Purchase Agreement; or (v) Buyer fails to act in good faith in accordance with, or otherwise comply with, any of the requirements for mortgage financing set forth in the Purchase Agreement; or (vi) if Buyer will be paying the entire Purchase Price in cash and Buyer fails to submit to Seller written evidence from Buyer's bankers or accountants or other persons reconfirming Buyer's ability to pay the Purchase Price in cash on the Date of Closing no later than sixty (60) days, and no earlier than ninety (90) days prior to the Scheduled Closing Date; or (vii) Buyer fails to perform any other obligation required under the Purchase Agreement and such failure continues for fifteen (15) days after Seller gives written notice to Buyer of such failure.

37. In the event of any default under the Purchase Agreement by Buyer which occurs before the Purchase Agreement becomes a binding contract, Seller can terminate the Purchase Agreement by written notice to Buyer, and (a) all moneys paid under the Purchase Agreement shall be refunded or the check returned to Buyer, with interest to as and to the extent provided and described in summary item 12 hereinabove, less any cancellation fee imposed by Escrow and any other actual expenses incurred by reason of Buyer having signed the Purchase Agreement; and (b) all costs, including reasonable attorneys' fees, incurred by reason of the default by Buyer shall be paid by Buyer promptly upon Seller's demand therefor. In the event of any default under the Purchase Agreement by Buyer which occurs after the Purchase Agreement becomes a legally binding contract, (i) Seller can terminate the Purchase Agreement and thereupon, at Seller's option, all sums previously paid by Buyer under the Purchase Agreement, together with all accrued interest thereon, shall belong to Seller as liquidated damages. If Seller does not elect to retain as liquidated damages the sums previously paid by Buyer under the Purchase Agreement, then Seller may pursue any other remedies permitted at law or in equity, including, but not limited to, specific performance.
38. Seller shall be in default under the Purchase Agreement if (i) Seller fails to complete or cause completion of construction of the Apartment within two (2) years of the date that the Purchase Agreement becomes a legally binding contract (provided that said two (2) year period shall be extended for any period of time during which Seller is actually and necessarily delayed in completing construction of the Apartment due to fire, earthquake, acts of God, the elements, war or civil disturbance, strikes or other disturbances, government legislation or controls, economic controls making it impossible to obtain the necessary labor or materials, or other matters or conditions legally supportable under Hawaii law as being beyond the control of Seller); or (ii) Seller fails to perform any other obligation required under the Purchase Agreement and such failure continues for fifteen (15) days after Buyer gives written notice to Seller of such failure.
39. In the event of any default by Seller which occurs before the Purchase Agreement becomes a binding contract, Buyer can terminate the Purchase Agreement by written notice to Seller, and (i) all moneys paid under the Purchase Agreement by Buyer shall be refunded or the check returned to Buyer, with interest as and to the extent described provided in summary item 12 hereinabove, less any cancellation fee imposed by Escrow and any other actual expenses incurred by reason of Buyer having signed the Purchase Agreement; and (ii) upon Buyer's demand therefor, Seller shall promptly pay all costs, including reasonable attorneys' fees, incurred by reason of the default by Seller. In the event of any default by Seller which occurs after the Purchase Agreement becomes a binding contract, Buyer can (i) cancel and terminate the Purchase Agreement by written notice to Seller, and receive (x) from Escrow a full refund of all moneys paid by Buyer under the Purchase Agreement, together with interest as and to the extent described

summary item 12 hereinabove (less any cancellation fee imposed by Escrow), and (y) all costs, including reasonable attorneys' fees, incurred by Buyer by reason of the default by Seller, or (ii) file suit against Seller for the actual damages suffered by Buyer as a result of Seller's default under the Purchase Agreement, or (iii) pursue any other remedies permitted at law or in equity, including, but not limited to, seeking specific performance of the Purchase Agreement.

Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings given them under the Purchase Agreement.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS-CONTAINED IN THE PURCHASE AGREEMENT. WHILE A BUYER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF BUYER'S RIGHTS AND OBLIGATIONS UNDER THE PURCHASE AGREEMENT, BUYER MUST REFER TO THE PURCHASE AGREEMENT TO DETERMINE BUYER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE PURCHASE AGREEMENT, THE PURCHASE AGREEMENT WILL CONTROL.

## EXHIBIT 1

### CONDITIONS ACKNOWLEDGED BY BUYER

1. Seller's Easement for Sales Activities. Under the terms of the Declaration, Seller and its representatives, licensees, and invitees have the right and an easement to conduct extensive sales activities on the Common Elements (including, but not limited to, the Limited Common Elements) and from any Apartment owned or leased by Seller. This right includes, but it is not limited to, the right: (a) to permit purchasers and prospective purchasers and their family members and guests, to come onto the Project through the Common Elements intended for access to and from any nearby roads, streets or highways; (b) to permit purchasers and prospective purchasers to park motor vehicles in any unassigned parking stalls; (c) to show the Project (including, but not limited to, model Apartments) to purchasers and prospective purchasers (who will have a right of ingress and egress for these purposes); (d) to use Apartments owned or leased by Seller as model Apartments, sales, management, and/or administrative offices; and (e) to use banners, signs or other extensive sales displays and activities at the Project. This easement applies to activities conducted in connection with the initial sale of any Apartment in the Project. Buyer understands, acknowledges and accepts that these easements and the use of them may result in increased traffic, noise, and related inconveniences. Buyer gives up (in legal terms, "waives, releases and discharges") any rights, claims or actions Buyer may have, now or in the future, against Seller and its representatives, licensees, invitees, successors and assigns and arising from or with respect to the exercise of this easement.
2. Seller's Easement for Noise, Dust, Etc. Seller and its representatives, licensees, and invitees, have an easement over, under and upon the Project and all of its parts, to create and cause noise, dust, soot, smoke, odors, surface water runoff, vibrations, and other nuisances or hazards in connection with (a) the exercise of the easements Seller has reserved under the Declaration, or (b) the exercise of the Seller's reserved rights or any other rights of Seller as described in the Declaration. Buyer (i) understands, acknowledges and accepts that these activities may result in noise, dust, soot, smoke, odors, surface water runoff, vibrations and other nuisances and hazards, (ii) consents to this activity, and (iii) gives up (in legal terms, "waives, releases and discharges") any rights, claims or actions that Buyer may have, now or in the future, against Seller and/or its representatives, licensees, invitees, successors and assigns with respect to such easement. Buyer shall assume the risk of any property damage, personal injury or loss in property value which may arise out of or from these activities.
3. Seller's Easements for Access. Seller and its representatives, licensees, invitees (including any governmental officials that Seller may invite), successors and assigns, have reserved under the Declaration an easement over, under and upon the Project, including the Common Elements, Limited Common Elements, and any Apartment, as may be reasonably necessary or convenient to complete any Improvements and to correct any defects and other punchlist items in the Common Elements or any Apartment or to the exercise of any of the other Seller's Reserved Rights under the Declaration. The easement to complete Improvements or correct defects or punchlist items terminates sixty (60) months after the later to occur of (i) the filing/recording date of the first deed for an Apartment in the Project; or (ii) the "date of completion" (as the term is used in Chapter 507, Part II, Hawaii Revised Statutes) of the Improvement to be completed or corrected.
4. Seller's Reserved Right to Utilize Common Elements. Seller reserves the right, for itself, its representatives, licensees and invitees, to utilize the Common Elements for ingress and egress, for the exercise of any of Seller's reserved rights under the Declaration, for access to parking

spaces and model apartments within the Project, and in order to show the Common Elements to prospective purchasers.

5. Seller's Reserved Right to Grant Easements. Seller reserves the right to grant to any public or governmental authority or utility company rights-of-way and other easements which are for the sole benefit of the Project, or which do not materially and adversely interfere with the use, nor materially and adversely impair the value, of the Project or any apartment in it, over, across, under and through the Common Elements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities, and rights to enter for the purpose of installing, repairing, altering and removing such lines and facilities and of trimming any trees in the way thereof.
6. School Information. Seller has made no representations, warranties or assurances to Buyer that the Project will be included within any particular school district. Buyer is responsible for determining the availability of schools and the same are subject to change by the applicable school district.
7. Changes in Price, Size and Design. Seller has made no promises, representations or assurances to Buyer regarding the pricing, size, design or configuration of any apartments in the Project other than the Apartment, and Buyer acknowledges that as market conditions or other facts change, such matters may be subject to change, including reduction in prices of such other apartments in the Project or sales incentives offered in connection therewith, and changes in size, design or product type of such other apartments in the Project.
8. View Impairment. Neither Seller nor any of its authorized agents, representatives or employees has made any representations, warranties or promises concerning any view, present or future, that may be enjoyed from all or any portion of the Apartment or the Project. The views from the Apartment or Project may change, be affected or obstructed by (i) construction or installation of buildings, improvements, structures, walls and/or landscaping by Seller or owners of property outside the Project and/or (ii) the growth of trees, landscaping and/or vegetation within or outside the Project. The Declaration does not contain any provisions intended to protect the view from any apartment or any other portion of the Project.
9. Tax and Insurance Estimates. Any sum estimated for taxes or insurance affecting the Apartment or Project may increase or decrease depending upon fluctuation of real property taxes or insurance rates.
10. Commercial Apartments Nos. 1, 2 and/or 3 to be Operated as an Automobile Dealership. Commercial Apartments Nos. 1, 2 and/or 3, located on Level 1 of the Platform, initially will be owned by Pflueger Group, LLC or its nominee and initially may be operated as a Honda American automobile dealership.
11. Public Parking. Pursuant to that certain unrecorded Purchase and Sale Agreement (Block J) dated April 8, 2004 entered into by and between Pflueger Group, LLC and the City and County of Honolulu, Pflueger Group, LLC is obligated to provide public parking of not less than one hundred (100) vehicles at the Project site for a period of twelve (12) years in the aggregate. Upon completion of construction of the Project and for the then-remaining portion of the term of the public parking obligation, the required public parking will be provided at Level 3 of the Project's parking structure, in the area designated as a limited common element appurtenant to Commercial Apartment No. 5, which initially shall be owned by Pflueger Group, LLC.
12. Noise; Traffic. Noise, dust, vibrations, and/or traffic in the vicinity of the Project may increase if and when any structures are constructed on lands adjacent to or in the vicinity of the Project. Buyer and every other person who has any interest in the Project or who has the right to use the

Project or any part of it gives up (in legal terms, "waives, releases and discharges") any rights, claims or actions that such person may have, now or in the future, against Seller and its representatives, licensees, successors and assigns, and arising directly or indirectly out of or from such obstruction of views, additional noise, dust, vibrations, and/or additional traffic by reason of such further development.

13. Security. Seller has the right, but not the duty to take steps designed to make the Project safer than it otherwise might be. Seller and each of its representatives are not in any way to be considered insurers or guarantors of safety or security within the Project, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate or effective safety or security measures. Seller makes no representation or warranty that any fire protection, burglar alarm, or other safety or security system or measures, including anything intended to limit access to the Project, (i) will be effective in all cases and cannot be compromised or circumvented; (ii) will prevent all losses; (iii) will limit access to the Project; or (iv) will provide the detection or protection which it is designed or intended to provide. Each person using the Project assumes all risks of personal injury, death, or loss or damage to property resulting from the acts of third parties.
14. Environmental Issues – Mold. Mold and mold spores are present throughout the environment and residential condominium construction cannot practicably be designed to exclude the introduction of mold spores. All mold is not necessarily harmful, but certain strains of mold have been found to have adverse health effects on susceptible persons. Moisture is the primary mold growth factor that can be controlled in a condominium setting. Affirmative steps taken by owners of apartments in the Project ("Owners") to minimize or control moisture in their respective apartments can minimize or eliminate mold growth in a residential condominium. Owners will be advised via the Bylaws regarding positive steps that should be taken to reduce or eliminate the occurrence of mold growth in their apartments and thereby minimize any possible adverse health effects that may be caused by mold. Seller can not ensure that mold and mold spores will not be present in the Project. The failure of an Owner to follow the steps set forth in the Bylaws may increase the risk of mold growth and mold spores being present in their apartments. Seller shall not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory, with respect to the presence and/or existence of molds, mildew and/or microscopic spores at the Project unless caused by the sole negligence or willful misconduct of Seller.
15. Condominium Map. Nothing in the Condominium Map is intended to be or is a representation or warranty by Seller. For example, bathrooms may have more or fewer sinks than shown on the Condominium Map, and the bathroom tubs may be shaped differently than shown on the Condominium Map.

## EXHIBIT K

### SUMMARY OF THE CONDOMINIUM ESCROW AGREEMENT

The Condominium Escrow Agreement ("Escrow Agreement") dated as of February 14, 2005, was made by and between Title Guaranty Escrow Services, Inc. ("Escrow Agent") and PMK Development LLC ("Developer"). The Escrow Agreement contains among other provisions the following (which may be modified or otherwise limited by provisions not summarized herein):

1. Sales Contracts Deposited in Escrow. Whenever Developer enters into a sales contract with a purchaser for the sale of an apartment in the Capitol Place condominium project (the "Project"), Developer shall deliver an executed copy of the sales contract to Escrow Agent. The sales contract shall require that all payments due thereunder be made directly to Escrow Agent to be held and disbursed in accordance with the Escrow Agreement. If the purchaser intends to purchase the apartment as an "owner-occupant" pursuant to Chapter 514A, Part VI, Hawaii Revised Statutes ("H.R.S."), said purchaser shall deliver an owner-occupant affidavit to Escrow Agent in the form and content required by H.R.S. §514A-104.5.

2. Receipt of Funds by Escrow Agent. Escrow Agent shall receive and hold in escrow and disburse in accordance with the Escrow Agreement all payments under sales contracts for apartments in the Project and all sums of money from any other source relating to the Project. Within a reasonable time after receiving any such funds, Escrow Agent shall deposit the same in an interest-bearing account or accounts at a federally insured bank, savings and loan association, or trust company authorized to do business in the State of Hawaii. Any interest earned on such deposits shall accrue as specified in the sales contract.

3. Conditions to be Met Prior to Disbursement; Disbursement of Purchasers' Funds Held In Escrow to Pay Certain Project Expenses Prior to Completion of Construction. Escrow Agent shall make no disbursement of funds deposited with it unless: (a) the Real Estate Commission has issued an effective date for a Final Condominium Public Report for the Project; (b) Developer or Developer's attorney has notified Escrow Agent that the requirements of H.R.S. §514A-62, §514A-63 and §514A-64.5 have been met; (c) Developer has given Escrow Agent a written waiver of any reserved option to cancel the sales contract; and (d) Developer has delivered to Escrow Agent a statement from Developer's architect that the Project is in compliance with the Federal Fair Housing Amendments Act of 1988. Prior to completion of construction, provided that the requirements set forth in clauses (a) through (d) of the preceding sentence have been satisfied, Escrow Agent shall disburse funds deposited with it to pay for (i) construction costs of the buildings and other improvements and fixtures of the Project, and (ii) architectural, engineering, finance and legal fees and other incidental expense of the Project to the extent approved by Developer's mortgagee.

4. Return of Funds and Documents. Escrow Agent shall return deposited sums, with interest to the extent provided in the sales contract, less Escrow Agent's cancellation fee and other costs up to a maximum of \$250.00, to a purchaser if:

(a) Developer and such purchaser instruct Escrow Agent in writing to return such funds to such purchaser; or

(b) Developer notifies Escrow Agent of Developer's exercise of the option to cancel or rescind the sales contract entered into by such purchaser pursuant to any right of cancellation or rescission provided for therein or otherwise available to Developer with respect to which, in accordance with the sales contract, Purchaser is entitled to a return of funds deposited by it with Escrow Agent; or

(c) The purchaser exercises such purchaser's right, pursuant to Section IV, Paragraph 2 of the sales contract, to cancel the sales contract entered into by such purchaser; or

(d) The purchaser exercises such purchaser's right, pursuant to HRS Section 514A-63, to rescind the sales contract entered into by such purchaser .

5. Unclaimed Funds. Escrow Agent shall notify each purchaser entitled to a return of funds by registered, certified or regular mail. If any purchaser does not claim the refund within sixty (60) days, Escrow Agent shall deposit the funds with a bank or depository selected by Escrow Agent in the name of Developer as trustee for the purchaser. Thereafter, Escrow Agent shall have no further obligation or liability with respect to such funds and purchaser.

6. Closing. Except for the sales contract and any note and mortgage, Escrow Agent shall arrange for and supervise the execution, recording, and delivery of all documents, as necessary, related to the Project.

7. Partial Closings. In the event Developer desires partial closings (i.e. closings for some but not all of the apartments), Escrow Agent agrees to cooperate and facilitate such partial closings.

8. Defects in Documents. Within five (5) business days of the date of closing, Escrow Agent shall record all documents necessary to effect the transfer of legal title to the purchaser, provided said documents are not defective in any way. If any documents are defective, Escrow Agent shall notify Developer thereof and correct such defects if they are within Escrow Agent's capacity to correct.

9. Purchaser's Default. Developer shall notify Escrow Agent when payments are due from a purchaser, who shall then be notified by Escrow Agent. Escrow Agent shall notify Developer of any defaults by a purchaser. If Developer certifies to Escrow Agent in writing that Developer has terminated the sales contract in accordance with the terms thereof, then Escrow Agent shall thereafter treat all funds of the purchaser paid on account of such sales contract as funds of Developer. Upon the written request of Developer, Escrow Agent shall pay such funds to Developer, less any cancellation fee. Thereafter, Escrow Agent shall have no further obligation or liability with respect to such funds or purchaser.

10. Protection of Escrow Agent. Escrow Agent shall have no liability for acting in accordance with the terms of the Escrow Agreement, notwithstanding a notice to the contrary from Developer, any purchaser, or any third person. Escrow Agent shall not be responsible for the validity or sufficiency of any documents received by it, shall be entitled to assume that said documents have been properly executed and that any written certification or instrument from Developer is true and accurate. In the event of any dispute, difference, or conflicting demand upon Escrow Agent, Escrow Agent shall not be required to determine the same or take any action in the premises, but may await settlement of the controversy by appropriate legal proceedings or otherwise, including the resolution of an interpleader action initiated by Escrow Agent. Developer and each purchaser shall pay to Escrow Agent on demand, and indemnify and hold harmless Escrow Agent against, all costs and damages arising out of the Escrow Agreement, except for any act or omission of Escrow Agent that is not generally accepted as a reasonable business practice. Escrow Agent shall not be required to mail any notice or keep any records required under the owner/occupant provisions of H.R.S. Chapter 514A.

11. Miscellaneous. The Escrow Agreement is binding upon and inures to the benefit of the parties hereto and their successors and assigns. The Escrow Agreement may be terminated on fifteen (15) days' written notice to either party. In the event of any conflict between the Escrow Agreement and H.R.S. Chapter 514A, the statutory provisions shall control. Escrow Agent shall furnish Developer with semi-monthly reports that cover the status of each sales contract in escrow.

12. Compensation. For each sale of an Apartment closed by Escrow Agent, Escrow Agent shall be paid an escrow fee. The escrow fee shall be \$700.00 plus the applicable Hawaii general excise tax thereon with respect to Apartments having a purchase price of from \$300,000.00 to \$500,000.00; \$850.00 plus the applicable Hawaii general excise tax thereon with respect to Apartments

having a purchase price of from \$500,000.01 to \$700,000.00.00; and \$1,000.00 plus the applicable Hawaii general excise tax thereon with respect to Apartments having a purchase price of from \$700,000.01 to \$1,100,000.00. The premium for the standard owner's title insurance policy and ALTA lender's title insurance policy issued with respect to each Apartment shall be \$800.00 with respect to Apartments having a purchase price of from \$500,000.01 to \$700,000.00.00; \$950.00 with respect to Apartments having a purchase price of from \$500,000.01 to \$700,000.00.00; and \$1,050.00 with respect to Apartments having a purchase price of from \$700,000.01 to \$1,100,000.00. An additional fee of \$250.00 shall be charged to the purchaser for each mortgage loan obtained by the purchaser from a lender not designated by Developer. Should the purchaser obtain a mortgage loan from any out-of-state lender, a fee of \$500.00 shall be charged to the purchaser for such mortgage. Developer shall pay an additional charge for any changes to any closing statement or other document that are necessary after the commencement of preclosing or closing proceedings, unless said changes are necessary due to the fault of Escrow Agent.

The compensation to Escrow Agent with respect to the closing of the sale of any apartment shall be due and payable upon the earlier of : (i) transfer to a purchaser of legal title to such apartment; and (ii) final disbursement of the purchase price of such apartment and other sums held by Escrow Agent with respect hereto.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE ESCROW AGREEMENT. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE ESCROW AGREEMENT, ONE MUST REFER TO THE ACTUAL ESCROW AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE ESCROW AGREEMENT, THE ESCROW AGREEMENT WILL CONTROL AND NOT THIS SUMMARY.