SECOND AMENDED
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	ALLURE WAIKIKI
Project Address	1837 Kalakaua Avenue Honolulu, Hawaii 96815
Registration Number	6185
Effective Date of Report	May 8, 2008
Developer(s)	FRC WAIKIKI, LLC, a Delaware limited liability company

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

SPECIAL ATTENTION

This Second Amended Developer's Public Report SUPERSEDES all prior public reports. This report incorporates all changes made to Amended Developer's Public Report issued June 25, 2007, as amended by Amendment No. 1 to Amended Developer's Public Report issued December 12, 2007.

A. Changes made as follows:

1. In connection with the use of purchaser deposits before closing to pay for certain project costs, Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing.
2. The title report has been updated.
3. The budget has been updated.

B. This resulted in changes to the following pages:

1. Page 5 has been revised to reflect the date of the updated title report.
2. Page 15 has been revised to reflect Developer's submission of required information and documents (i.e., Box A now appears checked rather than Box B).
3. Exhibit L (Section 1.12 – Encumbrances Against Title) and Exhibit T (Section 5.3 – Blanket Liens have been revised to conform to the updated title report.
4. Exhibit P (Section 4.2 – Estimate of the Initial Maintenance Fees) has been revised to include the updated budget.

RELEASE OF PURCHASER'S DEPOSITS TO PAY PROJECT COSTS. The Developer is planning to use purchaser's deposits to pay a portion of the construction costs. Please read pages 14 and 15 of this report for additional information regarding the release of purchaser's deposits.

NOTE:

The Condominium Map (8 1/2 x 11) has NOT been provided to Purchaser. Pursuant to Section 514B-86(a)(1)(A) of the Act, Seller advises Purchaser that it is impractical, for legibility reasons, to provide buyers a letter-sized Condominium Map. Accordingly, Purchaser shall have the opportunity to examine the Condominium Map at the Sales Office of Seller upon request.

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General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. 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 and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

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

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

Operation of the Condominium Project

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit 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 a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first 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 purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒ Fee Simple ☐ Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒ Yes ☐ No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	1837 Kalakaua Avenue Honolulu, Hawaii 96815
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 2-6-013: -001, 003, -004, -007, -008, -009, -011, -012, Portion of Royal Patent Grant Number 2789 to W. L. Moehonua (Described as Parcel Ninth in Exhibit "A" to the Declaration) and Pau Lane
Tax Map Key is expected to change because	The TMK No. may change following a consolidation of the underlying land and CPR number will be added to each unit.
Land Area	Approximately 2.29 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A

1.2 Buildings and Other Improvements
(See **Exhibit A**)

Number of Buildings	1 - 35-story building tower 1 - potential commercial structure
Floors Per Building	35 - tower (29 stories atop a 6-story platform) Potential commercial structure not to exceed 30 feet in height
Number of New Building(s)	1 tower and 1 potential commercial structure
Number of Converted Building(s)	N/A
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	concrete, concrete masonry, wood, aluminum, plastic, glass and steel

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc.)	Total Area
See **Exhibit B**.						

292	**Total Number of Units**

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.4 Parking Stalls

Total Parking Stalls in the Project:	450
Number of Guest Stalls in the Project:	10
Number of Parking Stalls Assigned to Each Unit:	1 or more
Attach **Exhibit C** specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. See **Exhibits C and D**.	

1.5 Boundaries of the Units

Boundaries of the unit: In this report, a residential "unit" is sometimes described as a "residence". See **Exhibit E** for a description of the unit boundaries.

1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project): See **Exhibit F**.

1.7 Common Interest

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit'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 unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in **Exhibit G**. Note that, in addition to each Unit having a common interest in the Project as a whole (AOAO common interest), each Residential Unit, exclusive of the Commercial Unit, shall have allocated to such Residential Unit the common profits and expenses attributable to the tower, excluding the parking garage, proportionate to the common interests appurtenant to the Residential Units as more particularly set forth in **Exhibit G-1**. Common expenses allocable solely to the Residential Units shall be borne in the ratios and percentages appearing in **Exhibit G-1** under the column labeled "Residential Unit Common Expense Allocation".
As follows:

1.8 Recreational and Other Common Facilities (Check if applicable):

☒	Swimming pool
☐	Laundry Area
☐	Storage Area
☐	Tennis Court
☒	Recreation Area
☒	Trash Chute/Enclosure(s)
☒	Exercise Room
☐	Security Gate
☐	Playground
☒	Other (describe): See **Exhibit H**

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.
Described in **Exhibit I**.
Described as follows:

Common Element	**Number**
Elevators	**3**
Stairways	**3**
Trash Chutes	**1**

1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.
Described in **Exhibit J**.
Described as follows:

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
☒	Pets: See **Exhibit K**.
☒	Number of Occupants: See **Exhibit K**.
☒	Other: See **Exhibit K**.
☐	There are no special use restrictions.

1.12 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 a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).
Exhibit L describes the encumbrances against title contained in the title report described below.
Date of the title report: February 19, 2008
Company that issued the title report: First American Title Company

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning:				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
☐	Residential		☐ Yes ☐ No	
☐	Commercial		☐ Yes ☐ No	
☒	Mix Residential/Commercial	291 Residential 1 Commercial	☒ Yes ☐ No	Resort Commercial Precinct, Waikiki Special District*
☐	Hotel		☐ Yes ☐ No	
☐	Timeshare		☐ Yes ☐ No	
☐	Ohana		☐ Yes ☐ No	
☐	Industrial		☐ Yes ☐ No	
☐	Agricultural		☐ Yes ☐ No	
☐	Recreational		☐ Yes ☐ No	
☐	Other (specify)		☐ Yes ☐ No	
Is/Are this/these use(s) specifically permitted by the project's Declarations or Bylaws?			☒ Yes ☐ No	
Variances to zoning code have been granted.		☐ Yes ☒ No		
Describe any variances that have been granted to zoning code.		N/A		

*See **Exhibit M**.

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots

In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.

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

	Conforming	Non-Conforming	Illegal
Uses	☒	☐	☐
Structures	☒	☐	☐
Lot	☒	☐	☐

If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:

1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.	☐ **Applicable** ☒ **Not Applicable**
Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:	
Developer's statement of the expected useful life of each item reported above:	
List of any outstanding notices of uncured violations of any building code or other county regulations:	
Estimated cost of curing any violations described above:	

Verified Statement from a County Official N/A
Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either: (A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable: (i) Any variances or other permits that have been granted to achieve compliance; (ii) Whether the project contains any legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance; or (B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.
Other disclosures and information:

1.16 Project In Agricultural District

Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? **If answer is "Yes", provide information below.**	☐ Yes ☒ No
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? ☐ Yes ☐ No If the answer is "No", provide explanation.	
Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? ☐ Yes ☐ No If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.	
Other disclosures and information:	

1.17 Project with Assisted Living Facility

Does the project contain any assisted living facility units Subject to Section 321-11(10), HRS? **If answer is "Yes", complete information below.**	☐ Yes ☒ No
Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.	
The nature and the scope of services to be provided.	
Additional costs, directly attributable to the services, to be included in the association's common expenses.	
The duration of the provision of the services.	
Other possible impacts on the project resulting from the provision of the services.	
Other disclosures and information.	

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: FRC Waikiki, LLC Business Address: 19900 MacArthur Blvd., Suite 655 Irvine, California 92612 Business Phone Number: (949) 752-8700 E-mail Address: djacobson@fifieldco.com
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	Sole Member: FRC Waikiki Holding Company, LLC Manager: Steven D. Fifield Officers: Steven D. Fifield (Chief Executive Officer) Richard F. Cavenaugh (President) Richard Blum (Executive Vice President)
2.2 Real Estate Broker	Name: Prudential Locations LLC Business Address: 3465 Waialae Avenue, 4th Fl. Honolulu, Hawaii 96816 Business Phone Number: (808) 738-3288 E-mail Address: BILL.CHEE@pruhawaii.com
2.3 Escrow Depository	Name: First American Title Company, Inc. Business Address: 1177 Kapiolani Boulevard Honolulu, Hawaii 96814 Business Phone Number: (808) 536-3866 E-mail Address: zosborne@firstam.com
2.4 General Contractor	Name: Charles Pankow Builders, Ltd. Business Address: 567 South King Street, Suite 304 Honolulu, Hawaii 96813 Business Phone Number: (808) 521-8971 E-mail Address: afink@pankow.com
2.5 Condominium Managing Agent	Name: Hawaiiana Management Company, Ltd. Business Address: 711 Kapiolani Boulevard, Suite 700 Honolulu, Hawaii 96813 Business Phone Number: (808) 593-9100 E-mail Address: phyllisok@hmcmgt.com
2.6 Attorney for Developer	Name: Dennis M. Lombardi, Esq. Esther S. Han, Esq. Business Address: 737 Bishop Street, Suite 2600 Honolulu, Hawaii 96813 Business Phone Number: (808) 547-5400 E-mail Address: DML@caselombardi.com ESH@caselombardi.com

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	April 25, 2007	2007-074084

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	May 30, 2007	2007-096748
Bureau of Conveyances	June 20, 2007	2007-110677
Bureau of Conveyances	November 5, 2007	2007-194448

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit 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 that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	April 25, 2007	2007-074085

Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	4437

Dates of Recordation of Amendments to the Condominium Map:

May 30, 2007, Document No. 2007-096749
November 5, 2007, Document No. 2007-194447

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "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. Changes to House Rules do not need to be recorded to be effective.	
The House Rules for this project:	
Are Proposed	☐
Have Been Adopted and Date of Adoption	☒ April 25, 2007
Developer does not plan to adopt House Rules	☐

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.		
Document	Minimum Set by Law	This Condominium
Declaration	67%	75%/See **Exhibit N**
Bylaws	67%	67%/See **Exhibit N**

3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

☐	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
☒	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows: See **Exhibit O**.

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

Management of the Common Elements: The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.
The Initial Condominium Managing Agent for this project is (check one):

☒	Not affiliated with the Developer
☐	None (self-managed by the Association)
☐	The Developer or an affiliate of the Developer
☐	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.
Exhibit P contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses. The Declaration provides that the Commercial Unit will not be assessed for common expenses until such time as the Commercial Unit is improved. Accordingly, initial assessments are based upon the Residential Unit Common Expense Allocation pertaining to the Residential Units as more particularly set forth in **Exhibit G-1**.

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
☒	Electricity for the common elements
☐	Gas for the common elements
☒	Water
☒	Sewer
☒	TV cable
☒	Other (specify) – local telephone service, internet service

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
☒	Electricity for the Unit only
☐	Gas for the Unit only
☐	Water
☐	Sewer
☐	TV cable
☐	Other (specify)

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

Sales Documents on file with the Commission include, but are not limited to, the following:	
☒	Specimen Sales Contract **Exhibit Q** contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: October 30, 2006 Name of Escrow Company: First American Title Company **Exhibit R** contains a summary of the pertinent provisions of the escrow agreement.
☐	Other

5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

☒	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B. See **Exhibit S**.
☐	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
☒	Developer has or will designate the units for sale to Owner-Occupants by publication.

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.	
☐	There are no blanket liens affecting title to the individual units.
☒	There are blanket liens that may affect title to the individual units.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
	See **Exhibit T**.

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:
Building and Other Improvements: Developer makes no warranty as to the building or other improvements. However, Developer will attempt to assign to each Unit Owner any and all warranties given to Developer by the general contractor for the Project and any subcontractors or materialmen. The general contractor's warranty to Developer is expected to be one year from the date of substantial completion of the Project.
Appliances: Developer makes no warranty as to appliances or other consumer products installed in any Residence or in the common elements. However, with respect to appliances or other consumer products included in Purchaser's purchase of the Property, the Property deed will operate as an assignment from Seller to Purchaser of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Seller has the right and power to make such an assignment.

5.5 Status of Construction, Date of Completion or Estimated Date of Completion

Status of Construction: Developer estimates construction to commence approximately September 2007.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: The Unit shall be completed no later than thirty-six (36) months following the date that the sales contract becomes a binding contract, which is the earlier of the date: (a) Purchaser delivers to Seller Purchaser's written waiver of Purchaser's right to cancel the sales contract following Seller's delivery to Purchaser of the Notice of Right to Cancel, or (b) thirty (30) days have expired following Seller's delivery to Purchaser of the Notice of Right to Cancel, provided Purchaser has not exercised Purchaser's right to cancel (the "**Completion Deadline**"), subject to Seller's right to extend the Completion Deadline for force majeure events, which are defined in the sales contract.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: N/A

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

☐	The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project. If the box to the left is checked, Sections 5.6.2 and 5.7, which follow below, will not be applicable to the project.

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
☒	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
☐	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

In connection with the use of purchaser deposits (check Box A or Box B):

Box A ☒	The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report. If Box A is checked, you should read and carefully consider the following notice, which is required by law: **Important Notice Regarding Your Deposits: Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.**
Box B ☐	The Developer has **not** submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits. If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the **Important Notice Regarding Your Deposits** set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, **you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment**. (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report. You should understand that, although the **Important Notice Regarding Your Deposits** set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.

Material House Bond. If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.
1. Developer's Public Report
2. Declaration of Condominium Property Regime (and any amendments)
3. Bylaws of the Association of Unit Owners (and any amendments)
4. Condominium Map (and any amendments)
5. House Rules, if any
6. Escrow Agreement
7. Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8. 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 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:
Website to access official copy of laws: www.capitol.hawaii.gov
Website to access rules: www.hawaii.gov/dcca/har

5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

(1) The purchaser has signed the sales contract.

(2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.

(3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.

(4) The purchaser does at least one of the following:
   (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

(b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
(c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250.

5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250.00.

5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

(1) Checking the waiver box on the rescission form; or

(2) Letting the 30-day rescission period expire, without taking any action to rescind; or

(3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30th calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

See **Exhibit U**.

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

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 purchasers 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. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

FRC WAIKIKI, LLC, a Delaware limited liability company

By: A. Schachtman 2·27·08

Duly Authorized Signatory* Date

Alan Schachtman, 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; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

EXHIBIT A

Section 1.2 -- Buildings and Other Improvements

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE BUILDINGS AND OTHER IMPROVEMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

DESCRIPTION OF BUILDINGS

The Project shall consist of the Buildings which are comprised of the Tower containing the Parking Garage and the Residences and the Commercial Structure, if any, within the Commercial Unit (the land area of which is approximately 16,214 square feet as shown on the Condominium Map). The Tower is a 35-story building tower containing the Parking Garage on levels 1 through 5 and the Residences on Levels 6 through 35. The Commercial Structure, if any, shall have a footprint not exceeding ten thousand five hundred (10,500) square feet, shall have a floor area not exceeding ten thousand five hundred (10,500) square feet, and shall not exceed thirty (30) feet in height. The Buildings shall be constructed principally of concrete, concrete masonry, wood, aluminum, plastic, glass and steel.

DESCRIPTION OF UNITS

The Project shall contain two hundred and ninety-one Residences (291) in the Tower and one Commercial Unit. There are fifty (15) different Residential unit types. The following is a description of the Residential unit types and of the Commercial Unit.

a. Description of Residential Units

Type A Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains seven (7) rooms, including two (2) bedrooms (the larger of which has a walk-in closet), two (2) bathrooms, a living/dining room, a kitchen and a foyer. Each Unit has a net living area of approximately 1,216 square feet, and a lanai of approximately 88 square feet, except for Unit 3501, which has a lanai of approximately 315 square feet.

Type B Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains seven (7) rooms, including two (2) bedrooms (the larger of which has a walk-in closet), two (2) bathrooms, a living/dining room, a kitchen and a foyer. Each Unit has a net living area of approximately 1,057 square feet, and a lanai of approximately 88 square feet, except for Unit 602 which has a lanai of approximately 238 square feet, and Unit 3502 which has a lanai of approximately 234 square feet.

Type C Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains seven (7) rooms, including two (2) bedrooms (the larger of which has a walk-in closet), two (2) bathrooms, a living/dining room, a kitchen and a foyer. Each Unit has a net living area of approximately 1,057 square feet, and a lanai of approximately 88 square feet, except for Unit 603 which has a lanai of approximately 238 square feet, and Unit 3503 which has a lanai of approximately 234 square feet.

Type D Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains seven (7) rooms, including two (2) bedrooms (the larger of which has a walk-in closet), two (2) bathrooms, a living/dining room, a kitchen and a foyer. Each Unit has a net living area of approximately 1,234 square feet, and a lanai of approximately 88 square feet, except for Unit 604 which has a lanai of approximately 566 square feet, and Unit 3504 which has a lanai of approximately 317 square feet.

Type E Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains seven (7) rooms, including two (2) bedrooms, two (2) bathrooms, a living/dining room, a kitchen and a foyer. Each Unit has a net living area of approximately 1,381 square feet, and a lanai of approximately 88 square feet, except for Unit 605 which has a lanai of approximately 566 square feet, and Unit 3505 which has a lanai of approximately 372 square feet.

Type F Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains six (6) rooms, including two (2) bedrooms (the larger of which has a walk-in closet), two (2) bathrooms, a living/dining room and a kitchen. Each Unit has a net living area of approximately 1,049 square feet, and a lanai of approximately 88 square feet, except for Unit 606 which has a lanai of approximately 238 square feet.

Type G Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains four and one-half (4.5) rooms, including one (1) bedroom with a walk-in closet, one and one-half (1.5) bathrooms, a living/dining room and a kitchen. Each Unit has a net living area of approximately 833 square feet, and a lanai of approximately 88 square feet, except for Unit 607 which has a lanai of approximately 238 square feet.

Type H Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains six (6) rooms, including two (2) bedrooms (the larger of which has a walk-in closet), two (2) bathrooms, a living/dining room and a kitchen. Each Unit has a net living area of approximately 1,113 square feet, and a lanai of approximately 88 square feet, except for Unit 608 which has a lanai of approximately 238 square feet.

Type I Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains six (6) rooms, including two (2) bedrooms (the larger of which has a walk-in closet), two (2) bathrooms, a living/dining room and a kitchen. Each Unit has a net living area of approximately 1,102 square feet, and a lanai of approximately 88 square feet, except for Unit 609 which has a lanai of approximately 238 square feet, Unit 3109 which has a lanai of approximately 108 square feet, and Unit 3509 which has a lanai of approximately 348 square feet.

Type J Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains six (6) rooms, including two (2) bedrooms (the larger of which has a walk-in closet), two (2) bathrooms, a living/dining room and a kitchen. Each Unit has a net living area of approximately 951 square feet, and a lanai of approximately 88 square feet, except for Unit 610 which has a lanai of approximately 238 square feet, Unit 2310 has a lanai of approximately 108 square feet, and Unit 3110 which has a lanai of approximately 396 square feet.

Type K Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains seven (7) rooms, including two (2) bedrooms, two (2) bathrooms, a living/dining room, a kitchen and a foyer. Each Unit has a net living area of approximately 1,009 square feet, and a lanai of approximately 88 square feet, except for Unit 711 which has a lanai of approximately 263 square feet, and Unit 2311 which has a lanai of approximately 300 square feet.

Type L Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including three (3) bedrooms (the largest of which has a walk-in closet), two (2) bathrooms, a living/dining room, a kitchen and an exercise room. Each Unit has a net living area of approximately 1,633 square feet, and lanai of approximately 176 square feet, except for Unit 3506 which has a lanai of approximately 363 square feet.

Type L-1 Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including three (3) bedrooms (the largest of which has a walk-in closet), two (2) bathrooms, a living/dining room, a kitchen and a study room. Each Unit has a net living area of approximately 1,616 square feet, and lanai of approximately 176 square feet.

Type M Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains seven and one-half (7.5) rooms, including three (3) bedrooms, two and one-half (2.5) bathrooms, a living/dining room and a kitchen. Each Unit has a net living area of approximately 1,409 square feet, and a lanai of approximately 88 square feet, except for Unit 3508 which has a lanai of approximately 116 square feet.

Type M-1 Units: Each Unit is a single-story Unit with a limited common element lanai. Each Unit contains seven (7) rooms, including three (3) bedrooms, two (2) bathrooms, a living/dining room and a kitchen. Each Unit has a net living area of approximately 1,419 square feet, and a lanai of approximately 88 square feet.

b. Description of Commercial Unit

Commercial Unit No. 101 consists of approximately 16,214 square feet as shown on the Condominium Map. The Commercial Unit shall have a height limit of three hundred twenty (320) feet, which is the maximum height established by the LUO for the Waikiki Special District, Resort Commercial Precinct. The Commercial Structure, if any, shall have a footprint not exceeding ten thousand five hundred (10,500) square feet, shall have a floor area not exceeding ten thousand five hundred (10,500) square feet, and shall not exceed thirty (30) feet in height.

LOCATION AND NUMBERING OF RESIDENTIAL UNITS

Each Residential Unit is designated, as a general matter, by floor level, from levels 6 through 35, followed by a number, from 1 through 11 (e.g., 701, 702, 703, 704, 705, 706, 707, 708, etc.). The numbers and locations of the Residential Units are more fully illustrated on the Condominium Map. Declarant shall have the right in its sole and absolute discretion prior to Units being Sold and Recorded to change the ultimate designation(s) of units and floor numbering in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of, or notice to, any person or group of persons, including the Association, any Owner or Mortgagee, any Unit mortgagee, lien holder, purchaser or any other person who may have an interest in the Project or in any Unit.

ACCESS TO COMMON ELEMENTS

Each Residence has immediate access to the common elements of the Project by means of a hallway connecting to stairways and/or elevators leading to the common elements of the Project. The Commercial Unit has immediate access to the common elements of the Project by means of a walkway leading to the common elements of the Project.

ACCESS TO A PUBLIC STREET

The Project will have access to Kalakaua Avenue.

END OF EXHIBIT A

EXHIBIT B

Section 1.3 -- Unit Types and Sizes of Units

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE UNIT TYPES AND SIZES OF UNITS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Unit Type	Floor Levels	Quantity	Number of Bedrooms & Baths	Approximate Net Living Area (Sq. Ft.)	Approx. Net Lanai Area (Sq. Ft.)	Approx. Total Area (Sq. Ft.)
A (29)	7-34	28	2/2	1,216	88	1,304
	35	1	2/2	1,216	315	1,531
B (30)	6	1	2/2	1,057	238	1,295
	7-34	28	2/2	1,057	88	1,145
	35	1	2/2	1,057	234	1,291
C (30)	6	1	2/2	1,057	238	1,295
	7-34	28	2/2	1,057	88	1,145
	35	1	2/2	1,057	234	1,291
D (30)	6	1	2/2	1,234	566	1,800
	7-34	28	2/2	1,234	88	1,322
	35	1	2/2	1,234	317	1,551
E (30)	6	1	2/2	1,381	566	1,947
	7-34	28	2/2	1,381	88	1,469
	35	1	2/2	1,381	372	1,753
F (9)	6	1	2/2	1,049	238	1,287
	7-14	8	2/2	1,049	88	1,137
G (9)	6	1	1/1.5	833	238	1,071
	7-14	8	1/1.5	833	88	921
H (9)	6	1	2/2	1,113	238	1,351
	7-14	8	2/2	1,113	88	1,201
I (30)	6	1	2/2	1,102	238	1,340
	7-30, 32-34	27	2/2	1,102	88	1,190
	31	1	2/2	1,102	108	1,210
	35	1	2/2	1,102	348	1,450
J (26)	6	1	2/2	951	238	1,189
	7-22, 24-30	23	2/2	951	88	1,039
	23	1	2/2	951	108	1,059
	31	1	2/2	951	396	1,347

Unit Type	Floor Levels	Quantity	Number of Bedrooms & Baths	Approximate Net Living Area (Sq. Ft.)	Approx. Net Lanai Area (Sq. Ft.)	Approx. Total Area (Sq. Ft.)
K (17)	7	1	2/2	1,009	263	1,272
	8-22	15	2/2	1,009	88	1,097
	23	1	2/2	1,009	300	1,309
L (12)	24-34	11	3/2	1,633	176	1,809
	35	1	3/2	1,633	363	1,996
L-1 (9)	15-23	9	3/2	1,616	176	1,792
M (12)	24-34	11	3/2.5	1,409	88	1,497
	35	1	3/2.5	1,409	116	1,525
M-1 (9)	15-23	9	3/2	1,419	88	1,507

Note regarding Net Living Areas: Throughout the Project Documents, the area of individual units is generally expressed as "net living area" square footage. This measurement represents the architect's best estimate of the interior square footage of the unit as measured from the unit's perimeter walls, which are included in the unit. This measurement is based upon the plans for the construction of the unit and different architects performing the same measurement may obtain a larger or smaller result.

The Commercial Unit consists of approximately 16,214 square feet of land area as shown on the Condominium Map. The Commercial Unit shall have a height limit of three hundred twenty (320) feet, which is the maximum height established by the LUO for the Waikiki Special District, Resort Commercial Precinct. The Commercial Structure, if any, shall have a footprint not exceeding ten thousand five hundred (10,500) square feet, shall have a floor area not exceeding ten thousand five hundred (10,500) square feet, and shall not exceed thirty (30) feet in height.

END OF EXHIBIT B

EXHIBIT C

Section 1.4 -- Parking Stall Assignments

Capitalized terms used herein, unless otherwise defined herein, shall have the meanings given to them in the Declaration.

Declarant has elected not to assign individual parking stalls to Units at this time. Declarant shall have the right in its sole and absolute discretion to assign prior to its sale to a third party one or more parking stalls to each Residential Unit and to the Commercial Unit in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of, or notice to, any person or group of persons, including the Association, any Owner or Mortgagee, any Unit mortgagee, lien holder, purchaser or any other person who may have an interest in the Project or in any Unit.

END OF EXHIBIT C

EXHIBIT D

Section 1.4 -- Reserved Right to Assign or Re-Assign Parking Stalls

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE RESERVED RIGHT TO ASSIGN OR RE-ASSIGN PARKING STALLS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Developer shall have the reserved right, to effect such modifications to the Units and Common Elements in the Project and/or to execute, Record and deliver any amendments to the Declaration, the Condominium Map as well as the Bylaws and rules and regulations promulgated thereunder, as may be necessary or required to effect compliance by the Project, the Association, or by Developer with laws which apply to the Project, including, without limitation, the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 et seq., including any and all rules and regulations promulgated thereunder, and the Americans With Disabilities Act, as amended, 42 U.S.C. §§ 12101 et seq., including any and all rules and regulations promulgated thereunder. Without limitation, Developer may amend the Declaration (and, when appropriate, the Condominium Map) in any manner required to retrofit guest parking stalls, so they are suited for use by persons with disabilities and to assign such stalls as appurtenant Limited Common Elements to any one or more of the Units intended for use by persons with disabilities upon substitution therefor of alternate guest parking stall(s). Such assignment may be made to Units, the Owners of which Developer, in its sole judgment, determines require a parking stall accessible to persons with disabilities. Such reassignment is hereby specifically declared not to constitute a material amendment of the Declaration or, when appropriate, the Condominium Map. All costs of such reassignment shall be borne as determined by Declarant. Notwithstanding the foregoing, Declarant also reserves the right, but does not hereby undertake any obligation, to interchange guest parking stalls and the disabled guest parking stalls to accommodate Unit Owners in need of such parking. The rights of Declarant under this section and **Section S.11** of the Declaration may be assigned to the Association, without the consent of joinder of the Board.

END OF EXHIBIT D

EXHIBIT E

Section 1.5 -- Boundaries of the Units

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE BOUNDARIES OF THE UNITS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

BOUNDARIES OF THE RESIDENCES

Generally, each Residence includes all walls, columns, and partitions which are not load-bearing within the Residence's perimeter walls, the inner decorated or finished surfaces of all walls, floors, ceilings, doors, door frames, the air space within the perimeter, all rollers, locks, handles, tracks, and appurtenant hardware associated with all windows, doors, and all glass window screens and all fixtures originally installed in the Residence, and all pipes, plumbing (including water heaters), wires, conduits, and other utility or service lines and facilities within the Residence perimeter and servicing only the Residence. The Residences shall not include the undecorated or unfinished surfaces of the perimeter party or non-party walls, the undecorated or unfinished surfaces of the doors, door frames, and window frames along the perimeters, the interior load-bearing columns, girders, beams, and walls, the undecorated or unfinished surfaces of the floors and ceiling surrounding each Residence, or any pipes, shafts, wires, conduits, or other utility or service lines running through a Residence which are utilized for or serve more than one Residence, all of which are deemed Common Elements as provided in the Declaration.

LIMITS OF COMMERCIAL UNIT AND COMMERCIAL STRUCTURE

The Commercial Unit shall be comprised of the entire land area reflected on the Condominium Map and labeled "Commercial Unit", which Commercial Unit may be improved with the Commercial Structure. The Commercial Structure, if any, includes all walls, columns and partitions (both load bearing and not load bearing) which are within the Commercial Structure's perimeter walls including without limitation the Commercial Structure's perimeter walls, the Commercial Structure's foundation, all floors, ceilings, doors, windows, sliding glass doors, screen doors, door frames and window frames, the air space within the Commercial Structure, the lanais, if any, shown on the Condominium Map, all rollers, locks, handles, tracks, and appurtenant hardware associated with all windows, doors and exterior automobile garage doors and all sliding or swinging screen doors and all glass window screens and all fixtures originally installed in the Commercial Structure, and all pipes, plumbing (including water heaters), wires, conduits and other utility or service lines and facilities servicing only the Commercial Structure. The Commercial Structure shall also include all load-bearing columns, girders, beams, building components and other elements included within the Commercial Structure. The Commercial Structure shall not include any pipes, shafts, wires, conduits or other utility or service lines running through the Commercial Unit which are utilized for or serve more than one Unit, all of which are deemed common elements as provided in the Declaration.

END OF EXHIBIT E

EXHIBIT F

Section 1.6 -- Permitted Alterations

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE PERMITTED ALTERATIONS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

1. Except as provided in the Declaration, repair, reconstruction, restoration, replacement of the Project or any building or other structure, or construction of any additional building or other structure or structural alteration or addition thereto, that is different in any material respect from the Condominium Map, shall be undertaken by the Association or any Unit Owners only pursuant to an amendment of the Declaration. Except as expressly provided otherwise in the Declaration, any such amendment shall be duly executed by or pursuant to the affirmative vote of seventy-five percent (75%) of the Unit Owners and accompanied by the written consent of the eligible holders of First Mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to Mortgages held by such eligible holders are allocated, and in accordance with complete plans and specifications therefor first approved in writing by the Architectural Committee and the Board. Promptly upon completion of such repair, reconstruction, restoration, replacement, construction, alteration, or addition, the Association shall duly Record and file of record such amendment together with a complete set of floor plans of the Project as so altered, certified as-built by a licensed, registered architect or professional engineer.

2. Notwithstanding anything to the contrary contained herein or in the Declaration but subject to (1) the limitations specified in **Section T** of the Declaration, (2) the Easements and other rights and licenses reserved for the benefit of other Unit Owners, and (3) such other limitations specified below:

(i) Each Owner has the right to make any of the following changes, additions and Improvements solely within the Owner's Unit or Limited Common Element that such Owner controls, subject to the Owner's compliance with the Architectural Guidelines:

(A) To install, maintain, remove, and rearrange partitions and other structures from time to time within the Unit or Limited Common Element; provided that the Owner shall not have the right to enclose any exterior lanai;

(B) 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 Unit or Limited Common Element, subject to the approval of the Architectural Committee and the limitations of plumbing zones and other restricted areas if so specified in the Architectural Guidelines;

(C) To decorate, paint, repaint, wallpaper or otherwise change the appearance of any walls, floors, and ceilings of the Unit or Limited Common Element that are not readily visible from outside the Unit or Limited Common Element;

(D) To tile, finish, carpet, re-carpet, and install, change, or remove other flooring in the Unit or Limited Common Element which is not readily visible from outside the Unit or Limited Common Element, subject to the limitation on the installation of "hard" flooring as contained in the Architectural Guidelines; or

(E) To make such changes, additions and improvements to the Unit or Limited Common Elements to facilitate handicapped accessibility within the Unit or Limited Common Element.

Further, nothing in this paragraph shall prohibit the Board from effecting such changes within a Unit or Limited Common Element, or to require the same, in order that the Buildings and other improvements of the Project may continue to comply with applicable law, including any fire or building code requirements.

(ii) An Owner may make "nonmaterial structural additions to the Common Elements" as that term is used in and subject to the provisions of Section 514B-140 of the Act.

(iii) The Owner of two (2) Units that are separated by a Common Element that is a wall, floor, or a ceiling, or whose lanai or Limited Common Elements are separated from each other or from such Units by a Common Element that is a wall, floor, or ceiling, has the right, subject to Board approval and compliance with the Architectural Guidelines, to change or remove all or part of the intervening wall, floor, and/or ceiling. The Owner also has the right, subject only to Board approval, to install doors, stairways, and other Improvements in such opening or openings in the intervening Common Element, to seal hallways or other openings, and to make other reasonable changes or additions which do not adversely affect the structural integrity of the Unit or Limited Common Element or the building in which such Unit is situated. Before terminating its common ownership of any of the adjacent Units, the Owner must restore the Common Element wall, floor, ceiling, hallway, and/or other openings to substantially the same condition as before the change or removal, unless the new Owners each agree otherwise in writing.

(iv) An Owner who owns any two (2) adjacent Units has the right, subject only to Board approval and compliance with the Architectural Guidelines: (i) to consolidate the Units into a single Unit; and (ii) to make any Common Element walls, floors or ceilings between the Units part of the Unit or its Limited Common Elements. The Common Interest of the newly created Unit will be equal to the sum of the Common Interests of the Units being consolidated.

3. Upon completion of any repair, reconstruction, restoration, replacement of the Project or any building or other structure, or construction of any additional building or other structure or structural alteration or addition thereto, different in any material respect from the Condominium Map, the Unit Owner(s) directly affected (or the Association, in the case where the Association has undertaken such repair, reconstruction, or replacement) shall duly Record and file of record an amendment to the Declaration together with the approved plans showing the alterations or additions. Amendments to the Declaration with respect to repair, reconstruction, restoration, or replacement wholly within a Unit or more than one Unit need only be executed by the Unit Owner(s) directly affected and their Mortgagees, as may be required, except if the alteration, modification, or removal involves a Designated Limited Common Element Wall or Floor, in which case the Declarant's signature shall also be required.

END OF EXHIBIT F

EXHIBIT G

Section 1.7 -- Common Interest

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE COMMON INTEREST CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Unit Type	Commercial Unit Number	AOAO Common Interest (Fraction)	AOAO Common Interest (Percentage)
Commercial	101	**0.0304560**	**3.0456%**

Unit Type	Residential Unit Number	AOAO Common Interest (Fraction)	AOAO Common Interest (Percentage)
A (29)	701, 801, 901, 1001, 1101, 1201, 1301, 1401, 1501, 1601, 1701, 1801, 1901, 2001, 2101, 2201, 2301, 2401, 2501, 2601, 2701, 2801, 2901, 3001, 3101, 3201, 3301, 3401, 3501	**0.003444**	**0.3444%**
B (30)	602, 702, 802, 902, 1002, 1102, 1202, 1302, 1402, 1502, 1602, 1702, 1802, 1902, 2002, 2102, 2202, 2302, 2402, 2502, 2602, 2702, 2802, 2902, 3002, 3102, 3202, 3302, 3402, 3502	**0.002994**	**0.2994%**
C (30)	603, 703, 803, 903, 1003, 1103, 1203, 1303, 1403, 1503, 1603, 1703, 1803, 1903, 2003, 2103, 2203, 2303, 2403, 2503, 2603, 2703, 2803, 2903, 3003, 3103, 3203, 3303, 3403, 3503	**0.002994**	**0.2994%**
D (30)	604, 704, 804, 904, 1004, 1104, 1204, 1304, 1404, 1504, 1604, 1704, 1804, 1904, 2004, 2104, 2204, 2304, 2404, 2504, 2604, 2704, 2804, 2904, 3004, 3104, 3204, 3304, 3404, 3504	**0.003495**	**0.3495%**
E (30)	605, 705, 805, 905, 1005, 1105, 1205, 1305, 1405, 1505, 1605, 1705, 1805, 1905, 2005, 2105, 2205, 2305, 2405, 2505, 2605, 2705, 2805, 2905, 3005, 3105, 3205, 3305, 3405, 3505	**0.003912**	**0.3912%**

Unit Type	Residential Unit Number	AOAO Common Interest (Fraction)	AOAO Common Interest (Percentage)
F (9)	606, 706, 806, 906, 1006, 1106, 1206, 1306, 1406	**0.002971**	**0.2971%**
G (9)	607, 707, 807, 907, 1007, 1107, 1207, 1307, 1407	**0.002359**	**0.2359%**
H (9)	608, 708, 808, 908, 1008, 1108, 1208, 1308, 1408	**0.003153**	**0.3153%**
I (30)	609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1709, 1809, 1909, 2009, 2109, 2209, 2309, 2409, 2509, 2609, 2709, 2809, 2909, 3009, 3109, 3209, 3309, 3409, 3509	**0.003121**	**0.3121%**
J (26)	610, 710, 810, 910, 1010, 1110, 1210, 1310, 1410, 1510, 1610, 1710, 1810, 1910, 2010, 2110, 2210, 2310, 2410, 2510, 2610, 2710, 2810, 2910, 3010, 3110	**0.002694**	**0.2694%**
K (17)	711, 811, 911, 1011, 1111, 1211, 1311, 1411, 1511, 1611, 1711, 1811, 1911, 2011, 2111, 2211, 2311	**0.002858**	**0.2858%**
L (12)	2406, 2506, 2606, 2706, 2806, 2906, 3006, 3106, 3206, 3306, 3406, 3506	**0.004626**	**0.4626%**
L-1 (9)	1506, 1606, 1706, 1806, 1906, 2006, 2106, 2206, 2306	**0.004566**	**0.4566%**
M (12)	2408, 2508, 2608, 2708, 2808, 2908, 3008, 3108, 3208, 3308, 3408, 3508	**0.003991**	**0.3991%**
M-1 (9)	1508, 1608, 1708, 1808, 1908, 2008, 2108, 2208, 2308	**0.003857**	**0.3857%**

END OF EXHIBIT G

EXHIBIT G-1

RESIDENTIAL COMMON EXPENSE ALLOCATION

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE RESIDENTIAL COMMON EXPENSE ALLOCATION CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Common expenses allocable solely to the Residential Units shall be borne in the ratios and percentages appearing below under the column labeled "Residential Unit Common Expense Allocation":*

Unit Type	Residential Unit Number	AOAO Common Interest	Residential Unit Common Expense Allocation (Fraction/Percentage)
A (29)	701, 801, 901, 1001, 1101, 1201, 1301, 1401, 1501, 1601, 1701, 1801, 1901, 2001, 2101, 2201, 2301, 2401, 2501, 2601, 2701, 2801, 2901, 3001, 3101, 3201, 3301, 3401, 3501	0.003444	**0.003551/0.3551%**
B (30)	602, 702, 802, 902, 1002, 1102, 1202, 1302, 1402, 1502, 1602, 1702, 1802, 1902, 2002, 2102, 2202, 2302, 2402, 2502, 2602, 2702, 2802, 2902, 3002, 3102, 3202, 3302, 3402, 3502	0.002994	**0.003086/0.3086%**
C (30)	603, 703, 803, 903, 1003, 1103, 1203, 1303, 1403, 1503, 1603, 1703, 1803, 1903, 2003, 2103, 2203, 2303, 2403, 2503, 2603, 2703, 2803, 2903, 3003, 3103, 3203, 3303, 3403, 3503	0.002994	**0.003086/0.3086%**
D (30)	604, 704, 804, 904, 1004, 1104, 1204, 1304, 1404, 1504, 1604, 1704, 1804, 1904, 2004, 2104, 2204, 2304, 2404, 2504, 2604, 2704, 2804, 2904, 3004, 3104, 3204, 3304, 3404, 3504	0.003495	**0.003603/0.3603%**
E (30)	605, 705, 805, 905, 1005, 1105, 1205, 1305, 1405, 1505, 1605, 1705, 1805, 1905, 2005, 2105, 2205, 2305, 2405, 2505, 2605, 2705, 2805, 2905, 3005, 3105, 3205, 3305, 3405, 3505	0.003912	**0.004032/0.4032%**

Unit Type	Residential Unit Number	AOAO Common Interest	Residential Unit Common Expense Allocation (Fraction/Percentage)
F (9)	606, 706, 806, 906, 1006, 1106, 1206, 1306, 1406	0.002971	**0.003063/0.3063%**
G (8)	707, 807, 907, 1007, 1107, 1207, 1307, 1407	0.002359	**0.002432/0.2432%**
G	607	0.002359	**0.002425/0.2425%**
H (9)	608, 708, 808, 908, 1008, 1108, 1208, 1308, 1408	0.003153	**0.003250/0.3250%**
I (30)	609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1709, 1809, 1909, 2009, 2109, 2209, 2309, 2409, 2509, 2609, 2709, 2809, 2909, 3009, 3109, 3209, 3309, 3409, 3509	0.003121	**0.003218/0.3218%**
J (26)	610, 710, 810, 910, 1010, 1110, 1210, 1310, 1410, 1510, 1610, 1710, 1810, 1910, 2010, 2110, 2210, 2310, 2410, 2510, 2610, 2710, 2810, 2910, 3010, 3110	0.002694	**0.002777/0.2777%**
K (17)	711, 811, 911, 1011, 1111, 1211, 1311, 1411, 1511, 1611, 1711, 1811, 1911, 2011, 2111, 2211, 2311	0.002858	**0.002946/0.2946%**
L (12)	2406, 2506, 2606, 2706, 2806, 2906, 3006, 3106, 3206, 3306, 3406, 3506	0.004626	**0.004768/0.4768%**
L-1 (9)	1506, 1606, 1706, 1806, 1906, 2006, 2106, 2206, 2306	0.004566	**0.004706/0.4706%**
M (12)	2408, 2508, 2608, 2708, 2808, 2908, 3008, 3108, 3208, 3308, 3408, 3508	0.003991	**0.004114/0.4114%**
M-1 (9)	1508, 1608, 1708, 1808, 1908, 2008, 2108, 2208, 2308	0.003857	**0.004039/0.4039%**

*The "Residential Unit Common Expense Allocation" for certain Residential Units has been rounded so that the total "Residential Unit Common Expense Allocation" for all Residential Units equals 1 or 100%.

END OF EXHIBIT G-1

EXHIBIT H

Section 1.8 -- Recreational and Other Common Facilities

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE RECREATIONAL AND OTHER COMMON FACILITIES CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

The recreational and other common facilities include mailboxes and pathways as shown on the Condominium Map, and other common elements identified in Exhibit I attached hereto.

Developer shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to make other alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) which make minor changes in any Unit in the Project or in the Common Elements that do not affect the physical location, design, or size of any Unit that has been sold and the conveyance thereof Recorded.

END OF EXHIBIT H

EXHIBIT I

Section 1.9 -- Common Elements

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE COMMON ELEMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

The common elements of the Project shall specifically include, but are not limited to, the following:

1. The Land in fee simple and any appurtenances thereto as described on Exhibit A to the Declaration;

2. All yards, grounds, trees, gardens, walkways, walkway railings, gates, landscaping, recycling area, trash bins, telephone room, car wash area, fire control rooms, mechanical rooms, emergency exits and stairways, and refuse facilities not located within a Unit;

3. All roads, driveways, access lanes, paved areas, ramps and loading areas and the porte cochère, including, without limitation, the Project Access Drive;

4. All guest and accessible guest parking stalls and parking areas, including roadway areas, which are not designated as Limited Common Elements; provided the use of Accessible Guest Parking Stall(s) shall be governed by the applicable rules and regulations set forth in the Project Rules;

5. Common element parking stalls designated as "Guest" parking stall assignments and "Loading Area" parking stall assignments as to be denominated in an amendment and/or supplement to the Declaration;

6. All parking stalls designated as loading areas not assigned to the Units;

7. All restroom facilities not located within a Unit;

8. Excluding the Commercial Unit, 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 a Unit), elevators, walkways, corridors, ramps, loading areas, elevator lobby areas, entrances, entry ways and exits of the Project, the conference room, all storage rooms not located within a Unit, all maintenance rooms, all elevator machine rooms, all mechanical rooms, all electrical rooms and all trash rooms;

9. 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 Units or the Limited Common Elements appurtenant thereto, which serve more than one Unit, 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

10. Any and all other apparatus and installations existing for common use by more than one (1) Unit, and any and all other parts of the Project necessary or convenient to its existence, maintenance or safety, or normally in common use.

11. All other items not within a Unit or designated as a limited common element.

END OF EXHIBIT I

EXHIBIT J

Section 1.10 -- Limited Common Elements

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE LIMITED COMMON ELEMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Without limitation of designations specified in the Declaration and as determined appropriate by the Board of Directors of the Association, certain parts of the Common Elements, herein called the "Limited Common Elements", are hereby designated and set aside for the exclusive use of certain Units, and such Units shall have appurtenant thereto exclusive use of such Limited Common Elements as follows:

1. Each Residential Unit shall have for its exclusive use one (1) or more parking stalls ("Residential Parking Stall(s)"), attached storage units, if any, as shown on the Condominium Map and as shall be designated by Declarant in an amendment and/or supplement to the Declaration which designation shall not constitute a material change.

2. The Commercial Unit shall have for its use at least the number of parking stalls required under the LUO (Supp. 2003) as shall be designated by Declarant in an amendment and/or supplement to the Declaration which designation shall not constitute a material change. The Commercial Unit shall also have additional "Declarant Reserved Stalls" (as defined in the Declaration), all of which are reserved for use and assignment by the Developer/Declarant for use and assignment to Unit owners within this Project by amending and/or supplementing the Declaration.

3. Those Residential Units with lanais shown on the Condominium Map (collectively "**lanais**") shall have for their exclusive use the lanais as noted in the Declaration and as shown on the Condominium Map, from the exterior surface of all perimeter walls which separate the interior of the Units from the lanais to the interior edge of the exterior railings or other boundaries of the lanais. All net lanai floor areas are not exact but are approximations based on the floor plans of the subject lanais and the Units to which they are appurtenant.

4. Cabanas, if any, as may be designated by Developer/Declarant in an amendment and/or supplement to the Declaration for the exclusive use by and assignment to a Residential Unit.

5. Residential Unit Limited Common Elements.

   Certain parts of the Common Elements, herein called the "Residential Unit Limited Common Elements", are hereby designated and set aside for the exclusive use of the Residential Units only. The Residential Unit Limited Common Elements shall include the Tower (inclusive and exclusive of the items described below), and such Units shall have appurtenant thereto exclusive use of the Residential Unit Limited Common Elements as follows:

   The Tower (i) exclusive of (A) any mailbox designated for the Commercial Unit, if appropriate, and (B) the Parking Garage and (ii) inclusive, without limitation, of (A) the elevators (and corresponding elevator lobbies) as shown on the Condominium Map, which access the Residential Units and (B)

any swimming pool, appurtenant deck, fitness center, community room, barbecue areas, function rooms, restroom facilities and recreational areas and facilities, if any, located on the 6th Floor of the Tower.

6. Parking Stalls

a. Residential Unit Parking Stall Assignments

Declarant shall have the right to assign parking stall(s) to the Residential Units in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of, or notice to, any person or group of persons, including the Association, any Owner or Mortgagee, any Unit mortgagee, lien holder, purchaser or any other person who may have an interest in the Project or in any Unit.

b. Commercial Unit Parking Stall Assignment

Declarant shall have the right to assign parking stall(s) to the Commercial Unit in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of, or notice to, any person or group of persons, including the Association, any Owner or Mortgagee, any Unit mortgagee, lien holder, purchaser or any other person who may have an interest in the Project or in any Unit.

END OF EXHIBIT J

EXHIBIT K

Section 1.11 -- Special Use Restrictions

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE SPECIAL USE RESTRICTIONS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

1. No Timeshares. Subject to any rights reserved to Declarant in the Declaration, no Residence or any interest therein shall be sold, transferred, conveyed, leased, occupied, rented, or used for or in connection with any timesharing purpose or under any timesharing plan, arrangement, or program, including, without limitation, any so-called "vacation license," travel club membership," "exchange program" or "time-interval ownership" arrangement. The term "timesharing" or "timeshare" as used in this section and **Section G.3(a)** of the Declaration shall be deemed to include, but is not limited to, any plan, program, or arrangement under which the right to use, occupy, own, or possess a Residence rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association, or club membership, license, rental, or use agreement, co-tenancy agreement, partnership, or otherwise. This section and **Section G.3(a)** of the Declaration shall not apply to Declarant.

2. Owners' Right to Sell, Lease and Transfer. Subject to Section 1 above and **Section G.3(a)** of the Declaration, the Unit Owners shall have the absolute right to sell, lease, rent, or otherwise transfer their respective Units subject to all provisions of the Act and the Project Documents. Without limitation of the foregoing, Declarant shall have the absolute right to rent Units owned by Declarant. No Residence may be leased or rented for an initial term of less than thirty (30) days (or such longer period as may be required by ordinance of the City and County of Honolulu to avoid classification of the Residence as a "transient vacation unit"), it being understood that Section 1 above and **Section G.3(a)** of the Declaration shall not apply to Declarant. Also, except for rights reserved to Declarant in the Declaration, no Owner may rent any Residence in any manner by which the occupants of the Residence are provided customary hotel or similar services, such as room service, maid service, laundry or linen service or bell service. Any lease or rental agreement of a Unit shall provide that it shall be subject in all respects to the provisions of the Project Documents and that the failure of the lessee or tenant to comply with the terms of the Project Documents shall be a default under the lease or rental agreement. Any Unit Owner leasing or renting a Unit shall provide the Association with a copy of such lease or rental agreement as soon as possible upon execution. If an Owner of a Residential Unit desires to make an arrangement for rental or occupancy of his Unit, then the Owner must make such arrangement without the involvement or participation of Developer. DEVELOPER HAS NOT AUTHORIZED ANY AGENT, EMPLOYEE, SALESPERSON OR BROKER TO MAKE ANY REPRESENTATIONS AS TO RENTAL OR OTHER INCOME FROM ANY UNIT OR AS TO ANY OTHER ECONOMIC BENEFIT, INCLUDING POSSIBLE ADVANTAGES FROM THE OWNERSHIP OF A UNIT UNDER FEDERAL OR STATE TAX LAWS, TO BE DERIVED FROM THE PURCHASE OF A RESIDENTIAL UNIT IN THE PROJECT.

3. Safety and Soundness. No Owner will suffer anything to be done or kept in a Unit or elsewhere in the Project which would jeopardize the soundness of the Project, or which will interfere with

or unreasonably disturb the rights of other Owners, or which will increase the rate of the hazard insurance on the Project or the contents of the Project, or which will reduce the value of the Project.

4. Signs, etc. The Owner of any Unit will not, without the prior written consent of the Board, display any sign or place any other thing in or upon any doors, windows, walls or other portions of the Unit or the Common Elements so as to be visible from the exterior. This restriction shall not apply to: (a) signs displayed by Developer for sales purposes; or (b) signs identifying the business of the Commercial Unit, provided that the Board may establish sign design guidelines in the Project Rules.

5. Use of Common Elements. Except as otherwise provided in the Declaration, Section 514B-38 of the Act, and in the Bylaws, the Common Elements shall be used only for the purposes for which they are designed and intended.

6. Environmental Matters. No Owner will cause or permit to occur (i) any violation by it or its agents, contractors, and invitees of any present or future federal, state or local law, ordinance or regulation related to environmental conditions in or about the Improvements or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any "**Hazardous Substances**" (as hereinafter defined) in or about the Improvements, or the transportation to or from the Improvements of any Hazardous Substances in violation of any applicable law. Each Owner, at its expense, shall comply with each present and future federal, state and local law, ordinance and regulation related to environmental conditions in or about the portion of the Project owned by it or related to the use thereof, including all reporting requirements and the performance of any cleanups required by any governmental authorities. Each Owner shall indemnify, defend and hold harmless the other Owners, and their agents, contractors and employees, from and against all fines, suits, claims, actions, damages, liabilities, costs and expenses (including reasonable attorneys' and consultants' fees) asserted against or sustained by any such person arising out of or in any way connected with the indemnifying Owner's failure to comply with its obligations under this section and **Section T.4** of the Declaration, which obligations shall survive the expiration or termination of the Declaration. As used in this section and **Section T.4** of the Declaration, "**Hazardous Substances**" shall include flammables, explosives, radioactive materials, asbestos containing materials (ACMs), polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chloroflorocarbons (CFCS) and substances declared to be hazardous or toxic under any present or future federal, state or local law, ordinance or regulation.

7. Additional Use Restrictions.

(a) Special Restrictions Applicable to the Residential and Commercial Units. Without limiting the application of any other provision of the Declaration, no use or operation shall be made, conducted, or permitted on or with respect to all or any part of the Project, which use or operation violates applicable laws or the provisions of the Declaration. No Unit shall be used for any of the following activities or purposes:

(i) Any distillation or refinery facility (excepting therefrom any microbrewery or similar business that may be operated in the Commercial Unit);

(ii) Any dumping of garbage or refuse, except in places designated for disposal by the Board;

(iii) Except with the express written consent of Developer, any meeting place or place of public assembly;

(iv) Any pool hall, game arcade, betting facility (including off-track betting) or video or games arcade;

(v) Any indecent or pornographic uses, massage parlor (which for purposes of this prohibition shall not be defined to include the operation of a beauty parlor or day spa in which

massage therapies are offered as an ancillary services to customers), for the sale of nude, erotic or pornographic adult entertainment, books, magazines, videos and other similar products, peepshow store, or any other similar store or club; and any business devoted to sale of articles and merchandise normally used or associated with illegal or unlawful activities, including, without limitation, the sale of paraphernalia used in connection with marijuana, cocaine, or other controlled drugs or substances;

(vi) Any gymnasium or martial arts studio;

(vii) Any tattoo parlors or body piercing establishments;

(viii) Any laundromat (provided, however that nothing herein shall prohibit the operation of a dry cleaning business which does not include a self-service laundromat provided such store is a "**drop off**" for dry cleaning and actual dry cleaning is conducted at a site outside the Project), secondhand surplus store, bankruptcy sale; or

(ix) Any discount or thrift stores.

Additionally, no Owner or lessee shall employ an advertising medium which can be heard or experienced outside of the Unit, including, without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers, phonographs, compact disc players, radios, or television. No Owner or lessee shall distribute, or cause to be distributed, any handbills or other advertising device in the Common Elements or Property or on the public sidewalks or streets adjacent to the Project.

(b) Specific Use Restrictions for the Commercial Unit. Notwithstanding anything contained herein to the contrary, the Commercial Unit and the Owner thereof, shall be subject to the following restrictions as to the use of the Commercial Unit:

(i) With the exception of Developer, the Owner of the Commercial Unit shall not use or occupy such Unit, or permit the use or occupancy of such Unit, for any purpose or in any manner which:

(A) Engages in a commercial liquor store use for off premise consumption which devotes more than twenty-five percent (25%) of the entire display space of the Unit to the display of intoxicants, exclusive of wine and beer, (which intoxicants must be only first class, high grade spirits), or sells intoxicants (except wine, beer, and items used in cooking) in containers holding less than one-fifth of a gallon;

(B) Operates a cinema/movie theater, bowling alley, skating rink, video game room, amusement gallery or amusement arcade, pool hall, funeral home or store selling caskets, facility for industrial or manufacturing uses, pet grooming or veterinary medicine;

(C) Operates a real estate sales, property management, or property rental business, concierge service, or a business for the on-site sales of Units, except with the express written permission of Developer; or

(D) Operates a drive-in or drive-thru restaurant.

(ii) The Owner of the Commercial Unit shall, at such Owner's expense, obtain and maintain at all times, all licenses and permits necessary for such Owner or such Owner's tenants', lessees', or occupants' operations from the Commercial Unit as appropriate and shall post or display in a prominent place in the Commercial Unit such permits and/or notices as required by law.

(iii) The operations conducted in the Commercial Unit shall be of a quality not less than those of the Ala Moana Shopping Center, which is in the vicinity of the Project. The Owner of the Commercial Unit agrees to conduct its business, and to cause their tenants, licensees and occupants to conduct their operations, at all times in a reputable manner, maintaining at all times a full staff of experienced and qualified employees for efficient operation in a proper, workmanlike and dignified manner.

(iv) The Owner of the Commercial Unit shall not operate or be open for business between the hours of 1:00 A.M. and 5:00 A.M., without prior written consent from the Association.

(v) The Owner of the Commercial Unit shall have the right to place canopies, signs, pictures, advertisements or notices inside or outside the Tower or the Commercial Structure, subject to the Association's reserved right to approve the design, location and size of any and all canopies, signs, pictures, advertisements or notices placed inside the Tower or outside the Tower, such approval not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, signs containing any strobe lights, moving parts or day-glow colors shall be strictly prohibited unless approved by the Association.

(c) Commercial Invitees and Lessees; Insurance. The Owner of the Commercial Unit shall be responsible for compliance by such Owner's commercial Invitees and lessees, and such Owner's lessees' Invitees, with the provisions of the Declaration, the Bylaws, and any rules made by the Board. The Owner of the Commercial Unit and such Owner's lessee shall maintain a policy or policies of public liability insurance in an amount which is reasonable for the use of such Unit, naming the Association as an additional insured, and shall demonstrate proof of such insurance to the Board upon request.

(d) Utility Usage. Declarant may install electrical or other utility service submeters to measure the use of such service by the Commercial Unit, including, without limitation, gas service and/or water submeters or flow meters relating to the chilled water system in the Commercial Unit to measure water usage for the Unit. In such case, the Association will be responsible for the payment of this bill to the service provider, and each Unit Owner will be responsible for paying its share of such utility service bill plus service charges to the Association. In the event that no submeters are installed for utilities provided to the Commercial Unit, the Board may apportion such use equitably among the users of such utilities based on the area of the users' Unit or on such engineering interpretation and consultation as the Board determines appropriate. If the Owner of the Commercial Unit fails to pay any amounts when due, such Owner will be responsible for any penalties or delinquent amounts levied by the service provider. Additionally, the Association shall have the right to cure any failure by the Owner of a Non-Long Term Stay/Vacation Unit ("**Defaulting Owner**") to pay the amounts due to the service provider. If the Association elects to cure such default, then the Defaulting Owner will be responsible for reimbursing the Association. If the Defaulting Owner fails to reimburse the Association, the Association will be entitled to impose a special assessment as provided in the Declaration, may enter the Unit to shut off water, electrical or other utility service to the Defaulting Owner's Unit, or may pursue any other remedies as provided in the Declaration. The Commercial Unit Owner shall also have the obligation to maintain, repair, and replace the submeter providing service to such Owner's Unit. If the Owner of the Commercial Unit fails to maintain such meters or submeters, the Association shall be entitled to maintain, repair, and replace the meter and charge the cost thereof to such Owner or pursue any other remedies provided under the Declaration.

8. Window Coverings. Each Owner must install window coverings, which are approved by the Architectural Committee, on all windows within such Owner's Unit. All window coverings shall be a shade of white on the side visible from the outside of the Unit, harmonious with and not conflicting with the color scheme of the exterior wall surface of a Unit and shall be subject at all times to the review and approval of the Architectural Committee. Window tinting and window coverings, which differ from that described above shall be subject to the approval of the Architectural Committee. No window in any Unit shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, reflective tint or covering, or any other material reasonably deemed by the Architectural Committee to be inappropriate for such use.

9. Animals. No animals, livestock, reptiles, insects, poultry, or other animals of any kind shall be kept in any Unit except as is permitted by, and in accordance with, the Bylaws. Pursuant to the Bylaws:

(i) No livestock, poultry, or other animals whatsoever shall be allowed to 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 units subject to the

conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.

(ii) Except for fish, no more than one (1) pet shall be allowed per unit.

(iii) No pet may exceed twenty-five (25) lbs. in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed twenty-five (25) lbs. in weight, may be kept in the Project.

(iv) 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.

(v) Notwithstanding any provision to the contrary contained herein, 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.

For purposes of this section, "specially trained animals" means certified guide dogs, signal dogs, service animals and other animals specially trained to assist handicapped people.

(vi) 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. Any animal being or causing a nuisance or an unreasonable disturbance to any other occupant of the Project may be permanently removed therefrom promptly upon notice given by the Board or Managing Agent. Owners shall be responsible for the immediate and proper disposal of all fecal matter of their pets.

10. No Mechanics' Liens. No Owner shall cause or permit any mechanic's lien to be filed against any portion of the Common Elements or other Unit for labor or materials alleged to have been furnished or delivered to the such Owner's Unit or any for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner for such cost of discharge.

11. Offensive Conduct; Nuisances. No noxious or offensive activities shall be conducted within the Project unless authorized in advance by Declarant in writing, provided that the operation of a restaurant (other than a drive-in or drive-thru restaurant) within the Commercial Unit is hereby expressly authorized. Nothing shall be done on or within the Project that may be or may become an annoyance or nuisance to the residents of the Project, or that in any way interferes with the quiet enjoyment of occupants of Units or which may create a nuisance or injure the reputation of the Buildings. No odorous matters shall be emitted upon or about the Project in such quantity as to be readily detectable outside the physical boundaries of the space within which the odor was generated. Accordingly, fume filters must be used within the Commercial Unit. Unless otherwise permitted by the Project Rules, no Residential Unit Owner shall serve food or beverages, cook, barbecue, or engage in similar activities, except within such Owner's Unit and except within the Limited Common Elements appurtenant to such Owner's Unit or Common Elements designated for such purpose by the Association, if any, subject to the provisions of the Project Rules.

12. Noise and Vibration. Unless authorized in advance by Declarant, no person shall produce, or allow to be produced, noise or building shaking vibration at such levels as will be offensive to other Owners.

13. Outside Drying and Laundering. No exterior clotheslines shall be erected or maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering of clothes or any other items on any Limited Common Element or Association property.

14. Toxic or Noxious Matter. No person shall discharge into the Project's sewer system storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety or welfare, violate any law, subject any Owner to liability under state and federal law for any clean up, or cause injury or damage to neighboring property or business elsewhere on the Project.

15. Assignment and Transfer of Parking Stalls, Storage Spaces and Cabanas.

(a) Limitation on Transfer of Parking Stalls, Storage Spaces and Cabanas. Except as provided in this section and **Section T.13** of the Declaration and subject to the Declarant's reserved right set forth herein and in **Section F.17** of the Declaration, assigned parking stalls, storage spaces (if any) and cabanas (if any) may not be leased or exchanged apart from the conveyance of a Unit and shall not otherwise be leased, subleased, sold, or otherwise separately conveyed apart from conveyance of such Unit.

(b) Further Limitation on Transfer of Parking Stalls, Storage Spaces and Cabanas. Except as set forth in this section and **Section T.13** of the Declaration, no assigned parking stall, storage space or cabana may be sold, transferred, or assigned to, or retained in the ownership of, any person not an Owner, and no parking stall, storage space or cabana may be rented or leased to a non-Owner except in connection with the rental or lease of a Unit.

(c) Assignment of Use. The Owner of a Unit may assign other Owners in the Project the non-exclusive right to use any parking stall, storage space or cabana assigned to an Owner, subject to all the requirements of the Declaration and the Project Rules, as such documents may be amended from time to time, provided that the conveyance of fee title to the Unit by an Owner shall terminate the assignment of such parking, storage or cabana rights.

(d) Transfer of Parking Stalls, Storage Spaces, Cabanas or other Limited Common Element. Unit Owners (including Declarant) shall have, in accordance with Section 514B-40 of the Act, the right to transfer or exchange as a Limited Common Element the parking stalls, storage spaces, cabanas or other Limited Common Element appurtenant to their respective Units to another Unit Owner by a written document expressly providing: (i) that the document is an amendment to the Declaration; and (ii) the identification of the parking stall(s), storage space, cabana or other Limited Common Element being transferred or exchanged, the Unit to which each such parking stall(s), storage space, cabana or other Limited Common Element was appurtenant prior to the transfer and the Unit to which each parking stall(s), storage space, cabana or other Limited Common Element is being transferred and to which it will be appurtenant as a Limited Common Element, provided, however, that with respect to the transfer of parking stalls, there must at all times be at least the greater of (1) one parking stall appurtenant to each Unit and (2) the number of stalls originally assigned to such Unit, other than Units owned by Developer,. Any such document must be executed by the Owner or Owners (and their respective Mortgagees, if any and then, only to the extent required by such Mortgagees) of the Units whose parking stall(s), storage space, cabana or other Limited Common Element are being changed, and shall be effective upon Recording; provided however, any such amendment that has the effect only to add parking stall(s), storage space, cabana or other Limited Common Element as appurtenant to a Unit shall not require the joinder of the mortgagee of the Unit for which such parking stall(s), storage space, cabana or other Limited Common Element is being added. A copy of such document, bearing Recordation data, shall be provided to the Association within fifteen (15) days of the Recording thereof.

16. Parking Stalls and Vehicular Restrictions.

(a) Parking Stalls for Disabled Persons. Certain Parking Stalls may be designated for use by disabled persons ("**Disabled Parking Stalls**") and will be designated as such on the Condominium Map. Such Disabled Parking Stalls may be assigned by Declarant to the Owners of particular Units upon the initial sale of such Units or may be designated for use by the Owner of the Commercial Unit and such Owner's Invitees, jointly. Declarant shall, upon assigning a Disabled Parking Stall to an Owner, designate such assignment in the records of the Association. Such Disabled Parking Stalls shall not be Limited Common Elements. If any Disabled Parking Stalls remain unassigned after the sale of all the Unit Project, the Board shall have the right to assign and manage such spaces. The Owners who are assigned Disabled Parking Stalls shall be subject to the rights of the Board to re-assign such parking Stalls. Evidence of disabled status shall be by distinguishing license plate or placard issued by the Hawaii Department of Motor Vehicles. Except for Declarant Reserved Parking Stalls, the Board shall have the authority and be responsible for coordinating the assignment of parking stalls in the Parking Garage pursuant to this section and **Section T.14** of the Declaration and shall adopt rules and regulations with respect thereto, including the procedure to be followed should an Owner or occupant become disabled and wish to use a Disabled Parking Stall, forms and methods of notice to be given to the Board and Owner, and procedures for review of the required evidence of disabled status. The Board shall maintain appropriate records of such assignment, including a copy of the evidence provided. In no event shall the Declarant or the Association be held liable if the Declarant or the Association is unable to assign a Disabled Parking Stall to a disabled Owner because all designated Disabled Parking Stalls have previously been assigned to other disabled Owners.

(b) Authorized Vehicles. The following vehicles are "**Authorized Vehicles**": motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less, and any vehicle owned, used, or authorized by Declarant. Subject to section (d) below and **Section T.14(d)** of the Declaration, Authorized Vehicles may be parked in the parking areas in the Property intended for parking of motorized vehicles.

(c) Prohibited Vehicles. The following vehicles are "**Prohibited Vehicles**": recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, dune buggies, etc.), commercial-type vehicles (e.g., stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, trucks with any exterior commercial advertisement, or other similar vehicles), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, including, without limitation, boat trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles, or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited Vehicles shall not be parked, stored, or kept in any parking areas in the Property.

(d) General Restrictions. All Authorized Vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Unit and kept within the Property shall be parked in that Owner's assigned parking stall. No vehicle shall be parked in any Parking stall if such vehicle does not completely and clearly fit between the painted parking lines designated for a parking stall or otherwise physically fit wholly within the designated space or any other portion of the parking areas in the Property designed for ingress and egress of vehicles. There shall be no parking in the Property that obstructs free traffic flow, constitutes a nuisance, violates the Project Rules, or otherwise creates a safety hazard. The parking areas in the Property shall be used for parking Authorized Vehicles only and shall not be used for storage, living, recreational, or business purposes (except for storage in authorized storage spaces). No maintenance, repair, restoration, or construction of any vehicle shall be conducted on the Property.

(e) Project Rules Respecting Parking. Declarant has the exclusive right to use and/or assign and/or unassigned Parking Stalls that are not appurtenant to any specific Unit, including Declarant's Reserved Stalls. If Declarant waives this right with respect to any one or more unassigned Parking Stalls, use of those unassigned Parking Stalls, if any, may be governed by rules and regulations adopted in accordance with the Bylaws to assure equitable use of the stalls by all Owners. The Board of Directors may install parking meters, gates, security devices, checkpoints, and other equipment appropriate to this end and may issue stickers or adopt an allocation system. Without limiting the

foregoing, the Board may establish additional regulations as it deems appropriate in its sole discretion with regard to any of the parking areas not assigned to individual Units, including, without limitation, designating "residential guest parking," "commercial parking," "parking," and "no parking" areas thereon. Any parking areas shall be subject to such further reasonable control and use limitations as the Board may establish. The Board shall determine, in its discretion, whether there is a violation of the parking and vehicular restrictions set forth in the Declaration or established by the Board, and, if such noncompliance is determined by the Board to exist, the Board shall have the power to enforce all parking and vehicle use regulations applicable to the Property, including the power to remove violating vehicles from any of the Property pursuant to law.

(f) Declarant's Rights With Respect to Parking Stalls. The terms of Section 16(b)- (d) and **Sections T.14(b) – (d)** of the Declaration shall not apply to Declarant.

17. Lanais. Without limiting the generality of any other provision of the Declaration, the following provisions shall apply to lanais:

(a) Use of Lanais. Lanais shall be used only as outdoor living areas containing patio furniture, potted plants, and other similar outdoor furnishings that comply with the standards governing the appearance of such items as set forth in the Project Rules. Said furnishings shall be equipped with protective leg caps or other devices to prevent damage to the floor of the lanais. No Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the lanais. No hanging screens, banners, or wind chimes and no other accoutrement (other than plants), which may be visible from any other Units, the Common Elements, or Association property are permitted on any portion of the lanais. Unless placed by Declarant, any plants placed on lanais must be approved by the Board, must have sufficiently large receptacles to contain all drainage from such plants, and must not be allowed to collect condensates or moisture between the receptacles and the floor of the lanais.

(b) Limitations on Use. Lanais shall not be used for storage of any type, including, without limitation, boxes, tools, exercise and sports equipment, bicycles, cleaning utensils and supplies, or other household items. Lanais shall be maintained in a clean, neat, and sanitary condition at all times, and nothing shall be placed on Lanais so as to render them unsightly or offensive to the other Owners or to any other property in the vicinity of the Project or its occupants. No dust, dirt, or other substances shall be shaken, swept, or thrown from or hosed off the lanais on or into any Common Elements. Any item which in the opinion of the Board or the Board is unsightly or offensive shall be removed from the lanais upon receipt of written notice of such determination from the Board or the Board. No Owner shall change or alter the surface or exterior of any lanais without the consent of the Board.

18. Post-tension Concrete System. By acceptance of a deed to a Unit, each Owner acknowledges and understands that, generally, the concrete components of the Unit (floor and ceiling) have been built using a post-tension concrete system ("**System**"). The System involves placing steel cables under high tension in the concrete slab foundation located beneath the Unit. Therefore, any attempt to alter or pierce the foundation (for example, saw cutting, drilling, or installation of a subterranean floor safe) could damage the integrity of the System and/or cause serious injury or damage to persons and personal property. By accepting a deed to a Unit, each Owner specifically covenants and agrees: (i) not to cut into or otherwise tamper with the System; (ii) not to knowingly permit or allow any other person to cut into or tamper with the System; (iii) to disclose the existence of the System to any tenant, lessee, or subsequent purchaser of the Unit; and (iv) that Declarant shall not be responsible for any damage or injury resulting from or arising in connection with the alteration of the System by the Owner or any employee, agent, family member, contractor, or other representatives of the Owner, and Owner shall indemnify, defend, and hold Declarant harmless with respect to any such damage or injury.

19. Rights of Persons with Disabilities. Subject to the provisions of the Declaration, each Owner shall have the right to modify the Owner's Unit and the Board has the right to modify the route over the Common Elements leading to the front door of the Unit, at the Owner's sole cost and expense, in order to facilitate access to the Unit by persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to such persons. The rights granted by this section and **Section T.17** of the Declaration are further subject to the following conditions: (i) the modifications shall

be consistent with applicable building code requirements; (ii) the modifications shall be consistent with the intent of otherwise applicable provisions of the Declaration pertaining to safety or the aesthetic integrity of the Project; (iii) the modifications which are external to the Unit shall not prevent reasonable passage by other Owners or Invitees on the Project, and shall be removed by the Owner when the Unit is no longer occupied by persons requiring those modifications; (iv) any Owner who intends to modify a Unit pursuant to this section and **Section T.17** of the Declaration shall submit their plans and specifications to the Board for review to determine whether the modifications comply with the provisions of the Declaration; and (v) any change in the exterior appearance of a Unit shall be in accordance with the provisions of the Declaration and all applicable provisions of law. Any Owner with a disability desiring such a modification shall make such request, in writing, to the Board. That request shall set out, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such the modification. The Board shall not unreasonably withhold or delay its consent to such request and the Board shall not deny approval of the proposed modifications under this section and **Section T.17** of the Declaration without good cause.

20. Compliance with Laws, Etc. Nothing shall be done or kept in any Unit or in the Common Elements or the Property that might increase the rate of, or cause the cancellation of, insurance for the Project, or any portion of the Project. No Owner shall permit anything to be done or kept in his or her Unit that violates any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body, including any laws, ordinances, or statutes pertaining to the use or storage of any hazardous, contaminated, or toxic materials.

21. Antennae. Except for rights reserved to Declarant under the Declaration to install such items, no radio station, satellite, or short-wave operators of any kind shall operate from any Unit or any other portion of the Property unless approved by the Board. With the exception of any master antenna maintained by the Association or the cable system maintained by applicable cable franchisee, no exterior radio antenna, "C.B." antenna, television antenna, receiving station, satellite dish, or other antenna of any type (collectively, "**Signal Reception Device**") shall be erected or maintained anywhere in the Property, without the approval of the Architectural Committee. In considering whether to approve any such application and what conditions, if any, to impose thereon, the Architectural Committee may consider any clearly defined safety objective, the impact of any such Signal Reception Device upon Project aesthetics and uniformity of appearance, and any potential structural damage arising from such Signal Reception Device, provided that any restriction imposed by the Architectural Committee shall be reasonable and consistent with rules and regulations promulgated by the Federal Communications Commission pursuant Section 207 of the Telecommunications Act of 1996 (collectively, the "**Antennae Statutes**"). In reviewing an application for approval to install a Signal Reception Device, the Architectural Committee shall apply the same standards, criteria, and guidelines to such application as applicable to any other proposed exterior improvement to any Unit and shall not impose any differential or discriminatory requirements applicable only to a proposed Signal Reception Device. In granting approval of the installation of any such Signal Reception Device, the Architectural Committee may further condition such approval upon compliance with any reasonable restrictions authorized by the Antennae Statutes. All satellite dishes approved by the Architectural Committee for installation on the Project shall be a shade of white. Normal radio, stereo, high fidelity, and television equipment installation within a Unit are excepted from the provisions of this section and **Section T.19** of the Declaration; provided, however, in no event shall such radio, stereo, high fidelity, television equipment, or other electrical equipment interfere with the use of any such equipment by any other Owner within the Project.

22. Firearms and Fireworks. The display and discharge of firearms or fireworks in the Common Elements, including the Limited Common Elements, is prohibited; provided that the display of lawful firearms in the Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements to or from the Owner's Unit. The term "firearms" includes "B B" guns, pellet guns, and other firearms of all types, regardless of size.

23. Submission of Design Approach and Laboratory Impact Isolation Tests for Initial and Replacement Hard Surface Floors.

(a) The Owner of any Unit wishing to install a hard surface floor must submit to the Architectural Committee such plans and specifications regarding the flooring and the noise mitigation measures and other information as are required by the Architectural Guidelines, together with a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the flooring, underlayment and method of construction selected has a minimum rating of IIC-55.

(b) No flooring installation or construction shall be permitted until the information required is submitted to and approved by the Architectural Committee, unless the Architectural Committee determines in their prudent judgment that the requirement should be waived. Submission of the required materials to the Architectural Committee shall be for the purpose of documenting the location and design of any hard surface flooring within the Project and to ensure that such flooring is designed and installed in a manner to mitigate the transmission of noise and is installed in a professional manner and with reference to appropriate standards. Installation of any hard surface flooring without compliance with each of the requirements set forth in this section, **Section T.21(a)** and the Architectural Guidelines shall constitute a violation of the Declaration, and subject the violating Owner to all remedies provided herein or by applicable law for such violation, including, without limitation, the levy of fines by the Association until such violation is removed from the Unit. Approval of the Architectural Committee is not an assurance or guarantee that noise will not be transmitted to other Units. In addition, and notwithstanding any Owner's compliance with the requirements of this section, **Section T.21(a)** and the Architectural Guidelines, if, following installation of any such hard surface floor, the Owner of the Unit located beneath such installation lodges a reasonable and verifiable complaint with the Board concerning the sound impact of such flooring on the complaining Owner's Unit, the Owner installing such hard surface flooring shall, upon notice from the Board, given in the Board's sole discretion, cover at least eighty percent (80%) of the hard surface flooring within such Owner's Unit with carpeting in order to mitigate the impact to the complaining Owner, and the failure of the Owner notified by the Board to comply with the Board's requirement within sixty (60) days after receipt of that notice shall constitute a violation of the Declaration and subject the violating Owner to all remedies provided by the Declaration or applicable law.

24. Water Supply System. No individual water supply or water softener system shall be permitted in any Unit unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of any applicable water district, the locality in which the Property is located, and all other applicable governmental authorities.

25. Sound Attenuation. Each Owner shall endeavor to minimize any noise transmission from his or her Unit, and shall adhere to any of the rules and regulations set forth in the Project Rules that are designed to minimize noise transmission.

26. Roof Access Restrictions. Owners and Invitees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon: (i) the roof of the Project; (ii) any portion of the Common Elements used by the Association for management, administrative, or security purposes; or (iii) utility closets and electrical or mechanical rooms, without the prior approval of the Board.

27. Storage Areas. Storage areas, if any, shall be used only for the storage of personal property. In no event shall the storage areas be used for the storage of any Hazardous Materials or any other noxious, toxic, or odorous substances. Except as set forth herein, no assigned parking stall may be sold, transferred, assigned to, or retained in the ownership of any person not an Owner, and no parking stall or storage space may be rented or leased to a non Owner except in connection with the rental or lease of a Unit; provided, however, these limitations shall not apply to Developer.

END OF EXHIBIT K

EXHIBIT L

Section 1.12 -- Encumbrances Against Title

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE ENCUMBRANCES AGAINST TITLE CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

1. Title to all mineral and metallic mines reserved to the State of Hawaii.

2. -AS TO TAX KEYS (1) 2-6-013-003 AND (1) 2-6-013-009:-

   Existing rights and/or easements for utility lines in favor of Hawaiian Electric Company, Inc. and GTE Hawaiian Telephone Company Incorporated (now Hawaiian Telcom Inc.), as set forth in Judgment recorded as Book 4503 Page 402.

3. -AS TO PARCEL TENTH AS DESCRIBED IN EXHIBIT A TO THE DECLARATION:-

   (a) Public access over a portion of Pau Lane as established by Judgment dated November 29, 1989, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 87-1566, on November 30, 1989, as affirmed by Memorandum Opinion dated September 7, 1990, filed in said Circuit Court on September 10, 1990.

   (b) Stipulation for Entry of Judgment and Order dated June 7, 1989, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 87-1566-05, on June 7, 1989, recorded February 22, 1990 in the Bureau as Document No. 90-025682; re: City's implied easement for roadway purposes and said portion of Pau Lane shall continue to be used as a roadway.

4. Condominium Map No. 4437, as amended by instruments recorded May 30, 2007 in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2007-096749, and recorded November 5, 2007 in the Bureau as Document No. 2007-194447.

5. The terms and provisions contained in or incorporated by reference in the Declaration of Condominium Property Regime of Allure Waikiki dated April 25, 2007. Said Declaration was recorded April 25, 2007 in the Bureau as Document No. 2007-074084, and amended by instruments recorded May 30, 2007 in the Bureau as Document No. 2007-096748, recorded June 20, 2007 in the Bureau as Document No. 2007-110677, and recorded November 5, 2007 in the Bureau as Document No. 2007-194448.

6. The terms and provisions contained in or incorporated by reference in the Condominium By-Laws of the Association of Unit Owners of Allure Waikiki dated April 25, 2007. Said By-Laws were recorded April 25, 2007 in the Bureau as Document No. 2007-074085.

7. Terms, provisions, reservations, covenants, conditions and restrictions as contained in the Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use

Ordinance (LUO) Allure Waikiki Condominium recorded July 18, 2007 in the Bureau as Document No. 2007-128461.

8. Terms, provisions, reservations, covenants, conditions and restrictions as contained in the In Situ Burial Agreement recorded October 3, 2007 in the Bureau as Document No. 2007-175881.

9. Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an original principal indebtedness of $169,200,000.00, and any other amounts or obligations secured thereby.

   Dated: December 3, 2007
   Mortgagor: FRC Waikiki, LLC, a Delaware limited liability company
   Mortgagee: Corus Bank, N. A.
   Recorded December 18, 2007 as Document No. 2007-217283.

10. The Assignment of Leases and Rents in favor of Corus Bank, N.A., as additional security for the payment of the indebtedness in the amount of $169,200,000.00, which was recorded December 18, 2007 in the Bureau as Document No. 2007-217284.

11. A financing statement

    Debtor: FRC Waikiki, LLC
    Secured Party: Corus Bank, N. A.
    Recorded December 18, 2007 in the Bureau as Document No. 2007-217285.

12. The Collateral Assignment of Developer's Rights and Agreement with Respect to Condominium Documents in favor of Corus Bank, N.A., as additional security for the payment of the indebtedness in the amount of $169,200,000.00, which was recorded December 18, 2007 in the Bureau as Document No. 2007-217286.

13. Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an original principal indebtedness of $69, 817,500.00, and any other amounts or obligations secured thereby.

    Dated: December 3, 2007
    Mortgagor: FRC Waikiki, LLC, a Delaware limited liability company
    Mortgagee: SP Waikiki Lender, LP, a Delaware limited partnership
    Recorded December 18, 2007 in the Bureau as Document No. 2007-217287.

    A Subordination and Intercreditor Agreement recorded December 18, 2007 in the Bureau as Document No. 2007-217289 provides that the above document was subordinated to that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded December 18, 2007 in the Bureau as Document No. 2007-217283.

14. The Assignment of Rents and Leases in favor of SP Waikiki Lender, LP, a Delaware limited partnership, as additional security for the payment of the indebtedness in the amount of $69,817,500.00, which was recorded December 18, 2007 in the Bureau as Document No. 2007-217288.

15. A financing statement

    Debtor: FRC Waikiki, LLC
    Secured Party: SP Waikiki Lender, LP
    Recorded December 19, 2007 in the Bureau as Document No. 2007-218249.

16. Terms, provisions, reservations, covenants, conditions and restrictions as contained in the Reburial Agreement recorded February 6, 2008 in the Bureau as Document No. 2008-017742.

17. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

18. Real property taxes as may be due and owing. For more information contact the City and County Tax Assessment Office.

19. Waikiki Business Improvement District assessments.

END OF EXHIBIT L

EXHIBIT M

Section 1.13 -- Uses Permitted by Zoning and Zoning Compliance Matters

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE USES PERMITTED BY ZONING AND ZONING COMPLIANCE MATTERS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

As provided in **Section S.15** of the Declaration, Developer has the reserved the right to seek one or more Conditional Use Permit(s) (Minor), Zoning Adjustment(s), and Special District (Major) Permit(s), and project improvement building permits (the "**Permits**") which are necessary to proceed with the construction of the Project as contemplated by the Condominium Map. Without limitation of the foregoing, as provided in **Section S.15** of the Declaration, Developer has the reserved the right for a period of twenty-five (25) years following the Recordation of the Declaration, without the approval, consent or joinder of, and without notice to, the Association, any purchaser or Owner of any Unit, or any other party with any interest in the Unit (including any tenant), to (a) amend any of the Project Documents, including, without limitation, the Declaration, (b) enter into any agreements, including, without limitation, to declare and subject the Land and Improvements to restrictive covenants, (c) designate and grant easements, (d) secure any other governmental permits, and (e) do all things necessary and convenient to satisfy the requirements of any land use or other permits pertaining to the Project, including, without limitation, such permits as may be issued authorizing the Project, including one or more Conditional Use Permit(s) (Minor), Zoning Adjustment(s), and Special District (Major) Permit(s), issued by the DPP, and to execute, file and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map.

Such rights shall include, without limitation, the right: (i) to provide open space(s) and a sidewalk for use by the public on the Land; (ii) to establish a private park area(s) at the Project; (iii) to designate one or more areas and/or to record against the Land of the Project an agreement with the Department of Land and Natural Resources of the State of Hawaii for purposes of addressing the preservation, location and/or relocation of any burial or historic sites or artifacts found during development of the Project and protected under the laws of the State of Hawaii; (iv) to modify the Condominium Map and scope of any Limited Common Element or Common Element, including, without limitation, the recreational facilities; (v) to perform such additional offsite requirements as may be mandated, including, without limitation, road widening improvements and/or the provisioning of utilities, traffic signals, bus stops and/or stop signs; (v) to modify unit types, the overall "product mix", the landscaping plan, available number of parking stalls, or the size and/or location of the Commercial Unit or Commercial Structure; and (vi) to prohibit enclosure of the lanais to any Unit in the Project.

Any changes undertaken by Declarant pursuant to **Section S.15** of the Declaration shall not constitute a material change. If Declarant does not secure the Permits by November 1, 2007, Developer shall have the right to terminate the Sales Contract by giving written notice to Purchaser and Developer shall refund all deposit paid under the Sales Contract.

END OF EXHIBIT M

EXHIBIT N

Section 3.5 -- Changes to the Condominium Documents

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE CHANGES TO THE CONDOMINIUM DOCUMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Owners may not amend any provisions in the Declaration and Bylaws reserving rights to Developer without the consent of Developer.

AMENDMENT TO DECLARATION

1. Amendment of the Declaration by Unit Owners. For purposes of this section and **Section R** of the Declaration, to qualify as an "**Eligible Holder of a First Mortgage**," a First Mortgagee must have made a written request to the Association for timely written notice of proposed amendments to the Project Documents, as provided in the Bylaws. Except as otherwise expressly provided in the Declaration or in the Act, the Declaration may be amended by the affirmative vote or written consent of not less than seventy-five percent (75%) of the Unit Owners at a meeting of the Association called for that purpose, and effective only upon the Recording of an instrument setting forth such amendment and vote, duly executed by any two (2) officers of the Association; provided, however, that the approval of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such eligible holders are allocated, together with such other approval requirements as set forth in **Section R** of the Declaration, shall be required to materially amend any provision of the Declaration, or to add any material provisions hereto, which establish, provide for, govern, or regulate any of the following:

(a) By act or omission, seek to abandon or terminate the Project;

(b) Change the common interest appurtenant to any individual Unit;

(c) Partition or subdivide any Unit;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Project shall not be deemed a transfer within the meaning of this subsection;

(e) Use condemnation proceeds or hazard insurance proceeds for losses to the Property or any part thereof (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of same;

(f) Amend any provision of the Declaration or the Bylaws that materially and adversely affects Mortgagees; provided that any mortgage holder shall be deemed to consent to any proposed amendment to the Declaration where said mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested; provided further

that this subsection shall not apply to any actions taken pursuant to rights expressly reserved to Declarant in the Project Documents; and provided still further that any amendment which has a material adverse affect on any approved use of the Commercial Unit, the rights of access to the Commercial Unit, or the rights of parking appurtenant to the Commercial Unit shall require the written consent or vote of the Owner of the Commercial Unit.

2. Amendment of the Declaration by Developer to Record an As-Built Certificate. Notwithstanding the foregoing and notwithstanding the Recordation in the Recording Office of any or all Unit deeds conveying any or all of the Units to any person, Developer hereby reserves the right to successively amend the Declaration (including the Bylaws and, when applicable, the Condominium Map), without the consent, approval or joinder of, and without notice to, the Association, persons then owning or leasing the Units, to file the "**as built**" verified statement (with plans, if applicable) required by Section 514B-34, Hawaii Revised Statutes, as amended, (a) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built or (b) so long as any plans filed therewith involve only changes to the layout, location, Unit numbers, dimensions of or other changes to the Units and Common Elements as built which Developer is permitted to make in accordance with the Declaration.

3. Amendment of the Declaration by Developer for Other Reasons. Notwithstanding the foregoing and until the Recordation in the Recording Office of Unit deeds covering all of the Units in the Project (including all interests therein) in favor of parties, other than Developer or any party acquiring all or substantially all of Developer's Units in the Project through purchase, foreclosure, or otherwise, Developer hereby reserves the right to amend the Declaration, the Bylaws and the Condominium Map, without the approval, consent or joinder of, and without notice to, the Association, any purchaser or Owner of any Unit, or any other party with any interest in the Unit (including any tenant) (a) to correct typographical errors, mathematical errors in the calculation of common interests and/or mistakes, (b) to reflect alterations undertaken by Developer as permitted by **Sections E** or **F** of the Declaration or modifications permitted pursuant to Developer's Reserved Right pursuant to **Section S** or **Q** of the Declaration, and (c) as may be required by (i) law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Units or any interest therein, (iv) any Institutional Lender lending funds on the security of the Project or any of the Units or any interest therein, or (v) any governmental agency of any state, territory, possession or foreign country or other foreign jurisdiction as a condition precedent to the marketing or sale of Units in any such jurisdiction.

4. Votes Required. The percent or percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percent or percentage of affirmative votes prescribed for the action to be taken under that clause. For example, if the Declaration expressly states that eighty percent (80%) of the Unit Owners must concur with a proposal to remove any part of the Project from the condominium property regime, then the vote or written consent of eighty percent (80%) of all of the Unit Owners (not just that percentage of a quorum present at a meeting called for the purpose of taking such vote) is necessary to amend this provision regardless of the percent or percentage prescribed in the general provision pertaining to amendments of the Declaration.

5. No Impairment or Diminishment of Declarant's Rights. Any provision of the Declaration to the contrary notwithstanding, and in addition to such other approval requirements as are set forth in this section and **Section R** of the Declaration, the prior written approval of Declarant will be required before any amendment which would impair or diminish the rights of Declarant to complete the Project or sell or lease Units therein in accordance with the Declaration shall become effective. Notwithstanding any other provisions of the Declaration, until such time as Declarant no longer owns any Unit in the Project, the following actions, before being undertaken by the Association, shall first be approved in writing by Declarant:

(a) Mortgagee Approval. Any amendment or action requiring the approval of Mortgagees pursuant to the Declaration;

(b) Capital Improvement Assessment. The levy of a capital improvement Assessment for the construction of new facilities not constructed in the Common Element by Declarant;

(c) Reduction in Services. Any significant reduction of Association maintenance or other services;

(d) Assessments. Alteration in the method of fixing and collecting assessments or any increases in assessments beyond the amounts permitted under the Bylaws;

(e) Responsibility for Repairs. Reduction in the level of, or change in allocation of, responsibility for maintenance of and repairs to all or any portion of the Common Element subject to the Declaration, or any other maintenance obligations of the Association set forth in the Declaration;

(f) Common Elements. Conveyance or declaration by the Association of all or any portion of the Common Elements;

(g) Architectural Committee Enforcement and Review Procedures. Modification of the enforcement and review procedures of the Board or Design Review Committee, or any change in the architectural and landscaping design originally installed by Declarant;

(h) Improvements to and Maintenance of Common Elements. Modification to Improvements to the Common Elements or to the level or frequency of maintenance of the Common Elements;

(i) Enforcement of the Declaration. Alteration in the method of enforcing the provisions of the Declaration; or

(j) Declarant's Reserved Rights. Any modification of the rights reserved and granted to Declarant herein with respect to development or sale of the Property.

6. Consent Requirements. No amendment of any provision contained in the Declaration or in the Bylaws that grants or reserves rights in favor of the Commercial Unit Owner shall be effective unless approved, signed, and acknowledged by the Commercial Unit Owner.

7. Amendments Affecting First Mortgages. Any provision of the Declaration to the contrary notwithstanding, any amendment affecting any provision of the Declaration which is for the express benefit of holders or insurers of First Mortgages on Units shall require the approval of eligible holders of First Mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to Mortgages held by such eligible holders are allocated, together with such other approval requirements as set forth in this section and **Section R** of the Declaration; provided, however, that any mortgage holder shall be deemed to consent to any proposed amendment to the Declaration where said mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

AMENDMENT TO BYLAWS

Pursuant to **Sections 3.2 and 10.2** of the Bylaws, the Bylaws may be amended to reduce the number of Board members if not less than sixty-seven percent (67%) of all unit owners vote by mail ballot, or at a special or annual meeting, to reduce the minimum number of directors; provided, however, that the number of directors may be reduced (but to no fewer than five (5)) if not less than sixty-seven percent (67%) of all Unit Owners vote, by mail ballot or at a special or annual meeting, to reduce the minimum number of directors.

Pursuant to **Section 10.2** of the Bylaws, the Bylaws may be amended in any respect not inconsistent with law or the Declaration by the affirmative vote or written consent of not less than sixty-seven percent (67%) of the Owners.

END OF EXHIBIT N

EXHIBIT O

Section 3.6 -- Rights Reserved by Developer to Make Changes to the Condominium Project or Condominium Documents

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL OF THE RIGHTS RESERVED BY DEVELOPER UNDER THE CONDOMINIUM DOCUMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF SUCH RESERVED RIGHTS, PURCHASER SHOULD REFER TO THE DECLARATION TO DETERMINE THE ACTUAL RIGHTS RESERVED BY DEVELOPER. IF ANY CONFLICT OR DIFFERENCES EXISTS BETWEEN THIS SUMMARY AND THE DECLARATION, THE DECLARATION WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Developer has the right to change the condominium documents for any of the following reasons or purposes:

1. Board Approval. Notwithstanding the provisions contained elsewhere in the Declaration, Developer reserves for a period of twenty-five (25) years from the Recording of the Declaration the rights listed in this section and **Section S** of the Declaration for itself and each Owner where so specified (including Developer to the extent it is an Owner), which reserved rights may be exercised by Developer and, where so indicated, by an Owner, without the approval of the Board or any other party with an interest in the Project, including other Owners or their mortgages.

2. Declarant's Reserved Right to Reconfigure and Delete Land

(a) Declarant's Right to Subdivide, Consolidate and Resubdivide. Declarant shall have the right, at its sole discretion and without being required to obtain the consent or joinder of, and without notice to, any person or group of persons, including the Association, any Unit Owner, or any Mortgagee, lien holder, any Unit purchaser, or any other person who may have an interest in the Project or in any Unit, to effect or participate (unilaterally or jointly with the owner or owners of adjacent parcels of land) in one or more subdivisions of the Land or one or more consolidations and resubdivisons of the Land, including, without limitation, with adjacent parcels of land, the result of which may be to adjust the boundaries of the Land and delete from the Project a substantial portion of the land covered by the Declaration containing approximately 0.6 ± acres (the "**Removable Land**"), leaving a net area in excess of approximately 1.7 ± acres. Any such adjustment(s) of boundaries will reconfigure the Land (i) to reflect the removal of the Commercial Unit and appurtenant Limited Common Elements, if elected by Declarant in its sole and absolute discretion, from the Land, (ii) to effect dedication of any road, shoulder or setback areas, or (ii) such that it actually conforms to the configuration of the Land as depicted on the Condominium Map. Accordingly, such reconfiguration of the Land will not affect the layout, location, dimensions, or structure of the Tower or Residential Units, or other increments of the Project as shown on the Condominium Map, all as set forth and described in the Declaration. Upon removal and deletion of the Removable Land as set forth in this section and **Section S.2** of the Declaration, and with no further action required, the Removable Land shall cease to be a part of the Project or subject to the Declaration or the Act, and no Unit Owner, Mortgagee, lien holder, Unit purchaser, or any other person (other than Declarant and the holder of any blanket Mortgage affecting the Removable Land prior to the Declaration) who may have an interest in the Project or any Unit shall have any legal or equitable interest in the Removable Land (or in any other land adjacent to the Land which may have been consolidated with the Land pursuant to this section and **Section S.2** of the Declaration). If deemed necessary to effect the intent of this section and **Section S.2** of the Declaration, each Unit Owner, Mortgagee, lien holder, and

any other person who may have an interest in the Project or any Unit shall, if requested by Declarant, unconditionally quitclaim and/or release its interest, if any, in the Removable Land (and in any other land adjacent to the Land which may have been consolidated with the Land pursuant to this section and **Section S.2** of the Declaration) to Declarant or to Declarant's designee.

(b) Declarant's Right to Process Approvals and Petitions. In the exercise of the foregoing rights, Declarant may on multiple occasions at any time (i) file and process the final approval an application with the City and County of Honolulu for a legal subdivision of the Removable Land from the Land covered by the Declaration (or for a consolidation and resubdivision resulting in the legal subdivision of the Removable Land from the Land covered by the Declaration), (ii) file and process a petition for an order of subdivision or consolidation and resubdivision, designation, granting, conveyance, transfer, cancellation, relocation, and reservation of easements and/or rights of way with the Bureau, and/or any other procedure required to fully and legally effect such subdivision or consolidation and resubdivision, designation, granting, conveyance, transfer, cancellation, relocation, and reservation of easements and/or rights of way, (iii) Record one or more amendments to the Declaration which shall contain an amended description of the Land covered by the Declaration deleting therefrom the Removable Land, (iv) if deemed necessary by Declarant, Record one or more amendments to the Condominium Map showing any changes to the Project, and (v) if deemed necessary by Declarant, apply for and obtain from the Real Estate Commission of the State of Hawaii an amended public report or an amendment to the public report describing the changes made to the Project pursuant to this section and **Section S.2** of the Declaration. The Removable Land shall be deemed deleted from the Project for all purposes upon the Recordation of the amendment(s) to the Declaration referenced herein, provided, however, that the removal and deletion of the Removable Land from the Project shall not impair the rights of such Land to use the common elements within the Project as set forth in the amendment(s) to the Declaration effecting the removal and deletion of the Removable Land.

(c) Declarant as Attorney in Fact. Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to effect the removal and deletion of the Removable Land in accordance with this section and **Section S.2** of the Declaration, and to execute, Record, and/or file the herein described applications, petitions, amendments, quitclaims, releases, and any and all other instruments necessary or appropriate for the purpose of effecting the removal and deletion of the Removable Land as contemplated in this section and **Section S.2** of the Declaration. Any such action shall be deemed taken by Declarant as the true and lawful attorney-in-fact of the respective Unit Owners and lien holders. Each and every party acquiring an interest in any Unit, the Project, or the Land covered by the Declaration, by such acquisition, consents to such deletion and removal and to the filing or Recordation of such documents as may be necessary or convenient to effect the same, agrees to execute such documents, and do such other things on its behalf, which grant of such power, being coupled with an interest, is irrevocable and shall not be affected by the disability of any such party.

(d) Restrictions. The rights reserved to Declarant in the Declaration and **Section S.2** of the Declaration are subject to the following conditions:

(i) No Effect on Buildings, Units, or Other Improvements Shown on Condominium Map. The deletion and removal of the Removable Land described above shall not affect the layout, location, dimensions, or structure of any of the buildings, Units, or other improvements to the Project as shown on the Condominium Map, except to the extent such modifications are necessary to permit the deletion and removal of the Removable Land.

(ii) No Change in Common Interest. The deletion and removal of the Removable Land shall not change or reapportion the percentage of common interest appurtenant to the Units.

(iii) Gross Area. The gross land area of the Removable Land shall not exceed 0.6 acres.

(iv) Date. The subdivision or consolidation and resubdivision pursuant to this section and **Section S.2** of the Declaration shall be ordered and effected not later than twenty-five (25) years following the Recordation of the Declaration.

3. Reserved Rights Generally with Respect to the Units and the Limited Common Elements. Notwithstanding anything provided to the contrary and without limitation of Developer's easement rights, Developer shall have the reserved right, but not the obligation, to: (a) transfer the exclusive use rights associated with a Limited Common Element appurtenant to any Unit owned by Developer to another Unit; (b) convert Limited Common Elements appurtenant to any Unit owned by Developer to Common Elements, and upon such conversion, the Association shall accept any such conversion, and shall not have any right to refuse or reject any such conversion; (c) alter, maintain, repair, demolish and/or replace any Limited Common Element appurtenant to the Units owned by Developer; (d) create any number, alter, maintain, repair, demolish and/or replace any of the Units owned by Developer; (e) modify any of the uses associated with any Unit owned by Developer or the Limited Common Elements appurtenant thereto, provided that any such use complies with applicable law; (f) retain (as provided in the Declaration) such Units as Developer in Developer's sole discretion shall determine; (g) discontinue the use and availability of certain Units owned by Developer; and (h) use any Unit or other portion of the Project as permitted pursuant to Developer's easement rights.

4. Reserved Right to Subdivide and Consolidate Units. Notwithstanding anything provided to the contrary, and except as otherwise provided by law:

(a) Developer shall have the reserved right, without obtaining the approval of any party with an interest in the Project, including any other Unit Owner and/or mortgagee, to: (i) alter the floor plan of any Unit which it owns at any time provided that the Common Interest appurtenant to the Unit shall not change; (ii) cause the subdivision of any Unit which it owns at any time to create two (2) or more Units provided that the total Common Interest appurtenant to the newly created Units shall equal the Common Interest appurtenant to the original Unit; and (iii) convert certain portions of any existing Unit owned by Developer to Limited Common Element or Common Element status or any Common Element or any Limited Common Element to Unit status to facilitate any subdivision or consolidation. In any such situation, the total Common Interest appurtenant to the newly created Unit or Units shall equal the Common Interest appurtenant to the original Unit or Units.

(b) If Developer is the Owner of any two (2) Units separated by a party wall, floor or ceiling, Developer shall have the right, without obtaining the approval of any party with an interest in the Project, including any other Unit Owner and/or mortgagee to consolidate two (2) or more Units and to alter or remove all or portions of the intervening wall, floor or ceiling at Developer's expense provided that: (i) the structural integrity of the Project is not thereby affected; (ii) the finish of the Common Element then remaining is restored to a condition substantially compatible with that of the Common Element prior to such alteration; and (iii) all construction activity necessary to any such alteration or removal shall be completed within a reasonable period of time after the commencement thereof, subject to delays beyond the control of Developer or its contractors, whether caused by strikes, the unavailability of construction materials or otherwise, in which case any such construction activity shall be completed in such additional time as may be reasonably necessary in the exercise of due diligence.

(c) Developer, in the process of consolidating Units that it owns, shall have the right to convert that area between Units or any common area hallway or other common area feature adjacent thereto into a Unit (as opposed to the same remaining a Common Element) for so long as such Units shall remain consolidated or shall continue to be commonly used or owned.

(d) Developer shall have the reserved right, without obtaining the approval of any party with an interest in the Project, including any other Unit Owner and/or mortgagee, to modify the classification of a Unit or newly created Unit that it owns (whether or not resulting from the consolidation and subdivision of an existing Unit or the conversion of a Limited Common Element).

5. Reserved Right to Create New Units. Notwithstanding anything provided to the contrary, and except as otherwise provided by law, Developer shall have the right, without obtaining the approval of any

party with an interest in the Project, including any other Owner and/or mortgagee, to convert a Limited Common Element appurtenant to such Unit or Units owned by Developer, or any portion thereof, into a separate Unit of the Project. In such event, Developer shall have the right, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to alter the physical aspects of the Limited Common Element at Developer's expense in connection with such conversion, including building such structures as may be necessary or appropriate, provided that: (a) the structural integrity of the Project is not thereby affected; (b) the finish of the Unit is consistent with the quality of other Units in the Project and any remaining portion of the Limited Common Element not converted to a Unit, if any, is restored, to the extent feasible, to a condition substantially compatible with that of the Limited Common Element prior to such conversion; and (c) all construction activity necessary to any such conversion shall be completed within a reasonable period of time after the commencement thereof, subject to delays beyond the control of Developer or its contractors, whether caused by strikes, the unavailability of construction materials or otherwise, in which case any such construction activity shall be completed in such additional time as may be reasonably necessary in the exercise of due diligence. Developer shall also have the reserved right to designate certain Common Elements or Limited Common Elements of the Project as Limited Common Elements appurtenant to the newly-created Unit; provided that there is no material adverse effect on the remainder of the Project. Any such alteration associated with such conversion shall comply in all respects with all applicable governmental codes, statutes, ordinances and rules and regulations. By acceptance of a deed to a Unit, each Owner acknowledges and agrees that, as provided in **Section E.3** of the Declaration, Declarant shall have the right, without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to alter (diminish or increase) by a Recorded amendment to the Declaration the common interest, voting rights, limited common elements and/or easements appurtenant to each Unit upon the alteration of the Project as provided in this section and **Section S.5** of the Declaration.

6. Reserved Right to Convey Units and Limited Common Elements to Association. Developer shall have the reserved right, but not the obligation, to convey Units that are owned by Developer and free of liens to the Association and to redesignate Limited Common Elements appurtenant to Units owned by Developer to Limited Common Elements appurtenant to Units owned by the Association and to the extent necessary or required, to amend the Declaration and the Condominium Map to effect the same.

7. Reserved Right to Approve Alterations. Developer shall have the right, but not the obligation, to approve any alteration of any kind that affects or may affect the appearance of all or any portion of the Project.

8. Additional Reserved Rights Regarding Alterations and Repair. Any other provision in the Declaration to the contrary notwithstanding, Declarant does hereby reserve the rights described in this section and **Section S.8** of the Declaration unto Declarant, its successors and assigns. Prior to the later of (i) the time that all Units in the Project have been sold and the conveyance thereof Recorded, (ii) twenty-five (25) years following the Recordation of the Declaration, and (iii) the filing by Declarant of the "as built" verified statement (with plans, if applicable) required by Section 514B-34(a) of the Act, Declarant shall have the right, but not the obligation, and without being required to obtain the consent or joinder of, and without notice to, any person or group of persons, including the Association, any Unit Owner or any Mortgagee, lienholder, Unit purchaser, or any other person who may have an interest in the Project, to do the following:

(a) Configuration of Units, and Other Changes. Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to make alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) which change the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any Unit (and the Limited Common Elements appurtenant thereto) in the Project which is not sold and the conveyance thereof Recorded, which right includes the ability to change the overall "product mix" (e.g., change the Unit types or change the configuration of Unit built on a particular floor of the Tower).

(b) Alterations to the Project. Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to make other alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) which make minor changes in any Unit in the Project or in the Common Elements that do not affect the physical location, design, or size of any Unit that has been sold and the conveyance thereof Recorded. Without limitation of the foregoing, Declarant shall have the absolute right to reduce the number of floors in the Project and change the overall product mix on a floor so long as such changes do not affect the physical location, design, or size of any Unit that has been sold and the conveyance thereof Recorded.

(c) Commercial Structure and Construction of the Potential Exit. Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to (i) construct the Commercial Structure within the Commercial Unit and otherwise Improve the Commercial Unit and (ii) construct the Potential Exit (and, in each case, to amend the Declaration and the Condominium Map accordingly).

By acceptance of a deed to a Unit, each Owner acknowledges and agrees that, as provided in **Section E.3** of the Declaration, Declarant shall have the right, without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to alter (diminish or increase) by a Recorded amendment to the Declaration the common interest, voting rights, limited common elements and/or easements appurtenant to each Unit upon the alteration of the Project as provided in this section and **Section S.8** of the Declaration.

9. Reserved Right to Amend Declaration and Condominium Map. In connection with Developer's exercise of Developer's reserved rights set forth in this section and **Section S.9** of the Declaration, Developer shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to amend the Declaration and the Condominium Map as appropriate in accordance with this section and **Section S.9** of the Declaration, including, without limitation, as may be necessary or convenient to describe any new Improvements constructed on the Property in accordance with the Declaration.

(a) The amendment to the Declaration shall describe (i) any additional buildings, the number of stories and any basements and the principal materials used in construction, (ii) the Unit number of the new Unit, its location, approximate area, number of rooms, percentage interest in common element, and another other information needed to properly identify the Unit, (iii) any new common elements, (iv) any additional or newly designated Limited Common Elements appurtenant to the new Unit, (v) any additional restrictions on use not otherwise set forth in the Declaration, and (vi) any other information that Developer deems necessary or appropriate or is required by law.

The amendment to the Condominium Map shall (i) include the floor plans and elevations of any new building or buildings, (ii) include, if new Units are created, the layout, location, Unit numbers and dimensions of the new Units, and (iii) be accompanied by a certificate signed by a registered architect or professional engineer pursuant to Section 514B-34 of the Act.

10. Reserved Right to Amend Recorded Deeds. Developer shall have the reserved right to amend any Recorded deed or other document conveying or encumbering a Unit or interest in a Unit so that it conforms to amendments made to the Declaration or the Condominium Map, or Developer may Record a new deed for that purpose or Record an appropriate amendment to the Declaration, Bylaws and/or Condominium Map. For example, if Developer creates new Units in the Project, it may need to adjust the common interest of each existing Unit as set forth in **Section E.1** of the Declaration. In that event, Developer may amend the Declaration or deeds for existing Units to reflect the change in the common interest or it may issue replacement deeds reflecting the new common interest of each Unit.

11. Reserved Right to Modify Project to Comply with Law. Developer shall have the reserved right, to effect such modifications to the Units and Common Elements in the Project and/or to execute,

Record and deliver any amendments to the Declaration, the Condominium Map as well as the Bylaws and rules and regulations promulgated thereunder, as may be necessary or required to effect compliance by the Project, the Association, or by Developer with laws which apply to the Project, including, without limitation, the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 et seq., including any and all rules and regulations promulgated thereunder, and the Americans With Disabilities Act, as amended, 42 U.S.C. §§ 12101 et seq., including any and all rules and regulations promulgated thereunder. Without limitation, Developer may amend the Declaration (and, when appropriate, the Condominium Map) in any manner required to retrofit guest parking stalls, so they are suited for use by persons with disabilities and to assign such stalls as appurtenant Limited Common Elements to any one or more of the Units intended for use by persons with disabilities upon substitution therefor of alternate guest parking stall(s). Such assignment may be made to Units, the Owners of which Developer, in its sole judgment, determines require a parking stall accessible to persons with disabilities. Such reassignment is hereby specifically declared not to constitute a material amendment of the Declaration or, when appropriate, the Condominium Map. All costs of such reassignment shall be borne as determined by Declarant. Notwithstanding the foregoing, Declarant also reserves the right, but does not hereby undertake any obligation, to interchange guest parking stalls and the disabled guest parking stalls to accommodate Unit Owners in need of such parking. The rights of Declarant under this section and **Section S.11** of the Declaration may be assigned to the Association, without the consent of joinder of, and without notice to, the Board.

12. Reserved Right Regarding Sales and Marketing Activities. Without limiting any other provision of the Declaration, Developer shall have all the rights specified in the Declaration to conduct extensive sales, leasing, rental and other marketing activities and to use the Project and any portion thereof, in the manners specified in the Declaration, without the consent or joinder of, and without notice to, any Owner or the Owner's mortgagee, in such efforts.

13. Reserved Right to Refinance. Developer shall have the reserved right, but not the obligation, to refinance the mortgage described in **Exhibit A** to the Declaration. Each Owner acknowledges that Developer may borrow additional or substitute money from a construction lender to add to or replace the existing loan secured by the mortgage described in **Exhibit A** to the Declaration for the development of the Project. To secure such loan, Developer may grant to the lender security interests covering Developer's interest in the Land and the Project. Each Owner acknowledges and agrees that all security interests obtained by the lender in connection with such loan, as well as any extensions, renewals and modifications thereof, shall be and remain at all times, until the Recordation of the deed for the Unit and the Unit's release from the security for the loan, a first lien or charge on the Project. Each Owner hereby intentionally waives, relinquishes and subordinates the priority or superiority of any lien or other legal or equitable interest arising under any agreement with Developer in favor of the lien or charge on the Project and the Unit of the security interests of the lender, including, but not limited to, any lien, mortgage or charge securing a loan made to finance the costs of construction and other costs during such construction and any and all advances therefor, whether contractual or voluntary, until the Recordation of the deed for the Unit and the Unit's release from the security for the loan.

14. Reserved Right re Licenses and Permits for Common Area Maintenance. Each Owner acknowledges and agrees that Declarant, on behalf of the Association, may seek or has obtained certain licenses and permits from the applicable planning department of the County relating to common area maintenance. To the extent that any such licenses or permits have not been issued to the Association, Declarant and its agents, employees, contractors, licensees, successors, mortgagees and assigns, reserve the right to transfer to the Association any and all obligations in connection with such licenses and permits. In connection with such licenses and permits, the Association shall have the responsibility to comply at all times now and in the future with all DPP regulations relating thereto and any other applicable statutes, ordinances and rules and regulations of Federal, State or County agencies. Neither the Association nor any Owner shall take any actions that may in any way undermine the Association's obligations to comply with such regulations. Each Owner and the Association shall execute any and all documents required by Declarant in Declarant's sole discretion to transfer, if required, any applicable license(s) to the Association. Each Owner shall indemnify and hold harmless Declarant, its successors

and assigns, from and against any and all claims and demands for damages in connection with the Association's fulfillment of its obligations in respect of the foregoing licenses and permits.

15. Reserved Rights Regarding Land Use and Other Permits. Developer shall have the reserved right for a period of twenty-five (25) years following the Recordation of the Declaration, without the approval, consent or joinder of, and without notice to, the Association, any purchaser or Owner of any Unit, or any other party with any interest in the Unit (including any tenant), to (a) amend any of the Project Documents, including, without limitation, the Declaration, (b) enter into any agreements, including, without limitation, to declare and subject the Land and Improvements to restrictive covenants, (c) designate and grant easements, (d) secure any other governmental permits, and (e) do all things necessary and convenient to satisfy the requirements of any land use or other permits pertaining to the Project, including, without limitation, such permits as may be issued authorizing the Project, including one or more Conditional Use Permit(s) (Minor), Zoning Adjustment(s), and Special District (Major) Permit(s), issued by the DPP, and to execute, file and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map.

Such rights shall include, without limitation, the right: (i) to provide open space(s) and a sidewalk for use by the public on the Land; (ii) to establish a private park area(s) at the Project; (iii) to designate one or more areas and/or to record against the Land of the Project an agreement with the Department of Land and Natural Resources of the State of Hawaii for purposes of addressing the preservation, location and/or relocation of any burial or historic sites or artifacts found during development of the Project and protected under the laws of the State of Hawaii; (iv) to modify the Condominium Map and scope of any Limited Common Element or Common Element, including, without limitation, the recreational facilities; (v) to perform such additional offsite requirements as may be mandated, including, without limitation, road widening improvements and/or the provisioning of utilities, traffic signals, bus stops and/or stop signs; (v) to modify unit types, the overall "product mix", the landscaping plan, available number of parking stalls, or the size and/or location of the Commercial Unit or Commercial Structure; and (vi) to prohibit enclosure of the lanais to any Unit in the Project.

16. Reserved Right to Control Association for Limited Period. Developer shall have the reserved right to control the Association in accordance with Section 514B-106(d) of the Act, during which time Developer, or persons designated by Developer, may appoint and remove the officers and members of the Board of Directors. Such period of control of the Association by Developer (the "**Control Period**") shall terminate no later than the earlier of:

(a) Sixty (60) days after conveyance of seventy-five percent (75%) of the common interest appurtenant to Units to Owners other than Developer or an affiliate of Developer;

(b) Two (2) years after Developer has ceased to offer Units for sale in the ordinary course of business;

(c) Two (2) years after any right to add new Units was last exercised; or

(d) The day Developer, after giving written notice to Unit Owners, Records an instrument voluntarily surrendering all rights to control activities of the Association.

Developer may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Control Period, but in such event Developer may require, for the duration of the period of Developer control, that specified actions of the Association or Board, as described in a Recorded instrument executed by Developer, be approved by Developer before they become effective.

17. Reserved Right Respecting Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the design, development construction, sale, resale leasing financing and marketing of the Project, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without

requiring any consideration to be paid by the Developer to the Unit Owners and/or Association (provided, however, that absent an Emergency Situation, Developer shall provide reasonable advance notice), to enter the Project, including the Units, Common Elements and Limited Common Elements for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to interfere with, such access shall alleviate Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes Developer in any way in Developer's activities described in this section and **Section S.17** of the Declaration. **NOTHING HEREIN SHALL BE DEEMED OR CONSTRUED AS DEVELOPER MAKING OR OFFERING ANY WARRANTY, ALL OF WHICH ARE DISCLAIMED (EXCEPT TO THE EXTENT SAME MAY NOT BE BY LAW OR ARE EXPRESSLY SET FORTH HEREIN).**

18. Reserved Right to Inspect. Declarant reserves the right, but not the obligation, to make any inspection of the Common Elements, Limited Common Elements, or Units.

19. Reserved Right to Assign Floor Area Allocable to Commercial Unit. Declarant reserves the right to assign the floor area allocable to the Commercial Unit, including, without limitation, the Commercial Structure, if any.

20. Reserved Right to Transfer Rights to Affiliate. Notwithstanding the provisions of **Section W.3** of the Declaration, Declarant, shall have the right, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to transfer all of its right, title and interest in, under and to the Declaration and any other Project Document, to an affiliate of Developer, which transfer shall not constitute a material change under the Act.

21. Consent to Exercise of Developer's Reserved Rights. Each and every party acquiring an interest in the Project, by such acquisition: (a) consents to the exercise by Developer or other Unit Owner, as the case may be, of each and every right reserved to such Owner or Developer set forth in the Declaration, including, without limitation, **Sections F, P, R, S** and **T** of the Declaration, such consent constituting the consent required by Section 514B-140 of the Act with respect to structural alterations and additions to the Project, and to the execution, delivery and Recording (if necessary) of any and all documents necessary to effect the same, including any amendment or amendments of the Declaration and the Condominium Map; (b) agrees to execute, deliver and Record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and (c) appoints Developer and its assigns as such party's or parties' attorney-in-fact with full power of substitution to execute, deliver and Record such documents and instruments and to do such things on such party's or parties' behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of such reserved rights of Developer, and shall not be affected by the disability of such party or parties. Each Owner hereby acknowledges and agrees that this irrevocable power of attorney is: (i) retained for the benefit of Declarant and not the Owner; and (ii) created by Owner's acceptance of a deed to a Unit and as part of the consideration for the purchase and sale of a Unit.

22. Assignment of Reserved Rights. Notwithstanding anything stated herein to the contrary, every Owner of a Unit in the Project and all holders of liens affecting any of the Units and each and every other party acquiring an interest in the Project, or in the Land, or any party thereof, by acquiring such Unit, lien or other interest, consents to and recognizes: (a) the right of Developer to assign, in whole or in part and on an exclusive or non-exclusive basis, the rights reserved to them in the Declaration; (b) upon any such assignment, Developer shall be relieved of any and all liability arising after the assignment; (c) any assignee of Developer shall thereafter be recognized as such under the Declaration; and (d) the right of Developer to also transfer its rights as Developer as collateral for a loan, in which event the assignee lender shall not have the rights and obligations as "**developer**" until it (i) forecloses on the loan or obtains a deed in lieu of foreclosure and takes title to Developer's interest in the Project, and (ii) Records an instrument declaring itself to be "**Developer**".

23. Name of Project. Any time prior to the transfer of the last Unit in the Project to a third party, Developer may, by Recorded amendment to the Declaration, change the name of the condominium

property regime and the Association, without the consent or joinder of, and without notice to, any Owner or any Owner's mortgagee.

24. Assignment of Parking Stalls. Declarant shall have the right in its sole and absolute discretion to assign one or more parking stalls to each Residential Unit and to the Commercial Unit in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of, or notice to, any person or group of persons, including the Association, any Owner or Mortgagee, any Unit mortgagee, lien holder, purchaser or any other person who may have an interest in the Project or in any Unit.

25. Incremental Development. Declarant reserves the right to improve and include within the Project any number of Residential or Commercial Units as Declarant, in its sole discretion determines. Declarant will complete improvement of various Units in as many separate Increments as Declarant shall determine in its sole discretion. Declarant will complete improvement of various Units in as many separate Increments as Declarant shall determine in its sole discretion. Declarant contemplates, however, that the Residences will be offered on a floor by floor basis or on a multi-floor basis; provided, however, multiple increments may be offered concurrently. Any other provision in the Declaration to the contrary notwithstanding, Declarant shall have the right (but shall not be obligated) at its sole discretion under this section and **Section E** of the Declaration, without being required to obtain the consent or joinder of, and without notice to, any person or group of persons, including the Association, any Owner or Mortgagee, any Unit mortgagee, lien holder, purchaser or any other person who may have an interest in the Project or in any Unit, to develop, construct, transfer, convey and/or sell the Units hereunder in increments on a floor by floor basis, or otherwise. Upon the completion of any Unit within an increment, Declarant may, notwithstanding the incompletion of any other increment(s) or other Units in the pending increment, but subject to the Project Documents and the provisions of the sales contract for the sale of such Unit, thereupon transfer ownership of such Unit in such increment to the Unit purchasers. The rights reserved to Declarant in this section and **Section E** of the Declaration are subject to the easements set forth in **Section F** of the Declaration.

26. Developer's Sales Activities. Developer and its agents, employees, contractors, licensees, successors, and assigns shall have the right to conduct extensive sales activities on and at the Project, including, without limitation, the use of any Unit owned by Developer, and the Limited Common Elements appurtenant thereto as model Units, sales and management offices, and to conduct extensive sales displays and activities until the closing of the sale of the last unsold Unit in the Project. Without limitation of the foregoing, these reserved rights and easements include: (a) the right to enter the common areas of the Project for the purpose of showing prospective purchasers Units in the Project; (b) the right to place displays, advertising signs, billboards, flags, balloons, banners, lights and spotlights upon the Project (or any portion of the Project, including, without limitation, the roof areas, the Buildings, any lanai, any lobby area or otherwise), and to light the Buildings or any portion thereof shown on the Condominium Map in conjunction with sales of Units; (c) the right of Declarant to use any Unit owned or rented by Declarant and that portion of any Lobby area determined appropriate by Declarant for a sales office or for sales or display purposes until all Units have been sold; and (d) the right of Declarant to reserve parking areas within the Project for employees, agents and prospective buyers, even if such parking areas are designated as Limited Common Elements. In the event that Developer's Mortgagee or any successor to or assignee of Developer's Mortgagee shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or by a deed in lieu of foreclosure, such Mortgagee, its successors and assigns, shall be vested with the rights of Developer under the Declaration and without limitation of the foregoing shall have the same right to conduct such extensive sales activities on the Project. Each and every party acquiring an interest in the Project hereby acknowledges that the sales activities may result in noise and nuisances, and consents to such activity by Developer, and further waives, releases and discharges any rights, claims or actions such party may acquire against Developer, its brokers, sales agents, employees and lenders, and their respective successors and assigns as a result of any such activity or activities.

27. Developer's Reserved Rights Concerning Easements. Developer hereby reserves the right to designate, grant, convey, transfer, cancel, relocate and otherwise deal with any easements over,

under, across or through the Common Elements for any reasonable purpose, which may include, but shall not be limited to, any easements for utilities or for any public purpose. Developer hereby further reserves the right to transfer, cancel, relocate, annex to the Project, or otherwise deal with any easement over, under, across or through any land adjacent to or across the street from the Project, for any reasonable purpose, which reserved right may include, but shall not be limited to, (a) the right to accept and annex to the Project a license, grant of easement, or any other right for the purpose of access and utility service to the Project and to obligate the Association to satisfy the terms and conditions of such license, grant, or other right, (b) the right to effectuate the same purposes set forth above and in **Section F** of the Declaration, and (c) the right to negotiate with any owner of land upon which such easement is located on behalf of the Association and Owners any and all terms and conditions upon which such easement may be relocated, expanded, reduced, modified, or otherwise altered, and to execute, deliver, and Record any instruments providing therefor upon or including such terms and conditions as Developer may reasonably determine to be just or appropriate. To the extent that the joinder of any Unit Owner, lien holder, or other person who may have any interest in the Land or the Project or any Unit in it may be required in order to validate any act or thing done pursuant to the foregoing reservations, such joinder shall be accomplished by power of attorney from each of the Owners, lien holders, or other such parties, the acquiring or acceptance of ownership in a Unit or of a lien covering a Unit or any other interest in the Project or Land subject to the Declaration being a grant of such power and the grant being coupled with an interest, being irrevocable.

28. Developer's Easements Over the Common Elements. Notwithstanding anything provided in the Declaration to the contrary, Developer and the assignee of Developer's reserved rights shall have an easement over the Common Elements of the Project, which easement may be assigned from time to time to anyone whom Developer wishes, including Owners and non-owners, on a permanent or temporary basis, for access over, under, across and through and to utilize the Common Elements of the Project.

29. Developer's Easements to Effect the Subdivision or Consolidation of Units. Developer, its agents, employees, consultants, contractors, licenses, successors, Mortgagees and assigns, shall have an easement over, under, upon and through the Common Elements and any Limited Common Elements and through the Units or any portion thereof as may be reasonably necessary to effect the subdivision or consolidation of Units, and such easement shall allow Developer, its agents, employees, consultants, contractors, licensees, successors, Mortgagees and assigns, to create and cause dust and other nuisances created by and resulting from any work connected with or incidental to effecting any such subdivision or consolidation provided that any such work is undertaken with the exercise of reasonable diligence.

30. Developer's Easements for Construction and Annexation.

(a) Developer, its agents, employees, consultants, contractors, licensees, successors, mortgagees and assigns, shall have an easement over, under and upon the Project as may be reasonable or appropriate for additional construction, completion of improvements to and correction and/or repairs of defects and/or other "punchlist" items in the Project. The rights reserved in this section and **Section F.9** of the Declaration shall continue until twenty-five (25) years after the later of: (i) the Recording of the "as built" verified statement required by Section 514B-34 of the Act; (ii) the "date of completion" of the improvements as defined in HRS Section 507-43(f) as amended of the last Unit constructed in the Project; (iii) the date of the sale of the last Unit owned by Declarant in the Project; or (iv) the expiration of the applicable limited warranty period for any portion or portions of the Common Elements. In addition to any other easements reserved to Declarant under the Declaration, in connection with, and to the extent necessary for the development and construction of increments following the transfer of ownership of any Unit to an individual or entity other than Declarant, Declarant shall have the right to enter upon the Project premises with employees, agents and contractors for all purposes reasonably necessary for or useful to constructing and completing all increments in accordance with the Declaration and the Condominium Map. Such rights shall include, but are not limited to, the following:

(i) An easement over, under and across the common elements of the Project for the purposes of all work connected with or incidental to the development, construction and sale of the Units or increments; and

(ii) The right in the nature of an easement over and upon the existing buildings and common elements of the Project to create and cause dust, noise, vibration and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of the increments or Units.

(b) Declarant, its contractors, subcontractors, licensees, mortgagees and assigns, and their respective employees and agents, shall have the right and an easement in favor of Declarant and its successors and assigns is hereby granted at any time and from time to time prior to the twenty-fifth (25th) anniversary date from the Recording of the Declaration, to enter upon, use, remove, replace, add to, or otherwise alter the common elements and the limited common elements of the Project and to do all things reasonably necessary, desirable or useful for designing, developing, constructing or completing any additional increment to the Project, connecting any such additional increment to the utility installations of the Project, and selling the Units contained within any such additional or increment, including, but not limited to, the right to consolidate any parcel(s) of land covered hereby with any other parcel(s) of land in connection with the merger of increments; provided that the exercise of the rights granted herein shall not cause any permanent or avoidable interruption in the service of utilities to the Project, and provided further that any person exercising such rights shall use reasonable efforts, without additional cost to Declarant and consistent with maintaining the progress of the design, development, construction, completion and sale of the additional increment, to minimize interference with the Owners' use and enjoyment of the Property. Declarant further reserves the right to grant, for the benefit of the owner or owners from time to time of all or any portion of each of the other Increments, and without the consent or joinder of, and without notice to, any party having any interest in the Project, easements over, under, across, along, upon and through the common elements of the Project for ingress and egress purposes, access purposes, electrical, gas, communications and other utility purposes, sanitary sewer, drainage and drainline, waterline, and flowage purposes, and all other purposes, to the State of Hawaii, the County, the Board of Water Supply of the County, any other appropriate governmental agency, and/or any public or private utility or other corporation, partnership, individual or entity, provided that such easements and rights-of-way do not materially impair or interfere with the use of any Unit in the Project or the common elements of the Project.

(c) Without limiting the foregoing, anything to the contrary notwithstanding, Declarant shall have the following retained and reserved construction easements:

(i) A non-exclusive easement in all structural members, footings, caissons, foundations, columns and beams and any other supporting components located in or constituting a part of the Project;

(ii) A non-exclusive easement for access to, the right to connect to and the use for their intended purposes and Maintenance, of all Facilities located in the Project including heating, ventilating and air conditioning systems, boilers and hot water systems;

(iii) A non-exclusive easement permitting encroachments in the event and to the extent that, by reason of the original construction or any reconstruction or replacement of any improvements currently located or hereafter constructed on any part of the Project or the subsequent settlement or shifting of any part of the improvements on any portion of the Project;

(iv) A non-exclusive easement in and for the use of all Common Walls, Floors and Ceilings common to the Project;

(v) A non-exclusive easement for ingress and egress of persons and vehicles through, over and along all portions of the Project as they exist on the date the Declaration is Recorded and which, by their nature, currently permit the passage of persons and motor vehicles, respectively, for the purpose of affording access to and egress from the public alleys and streets adjoining the Project; and

(vi) A non-exclusive easement for ingress and egress of persons and vehicles through, over and along all portions of the Project as they exist on the date the Declaration is

Recorded to construct and Maintain Facilities therein, provided that the existence of the Facilities when completed does not materially interfere with the use of the Project through or in which the Facilities are constructed for their intended purpose. During construction of the Facilities, Declarant and its contractors may restrict the use of the common areas of the Project as would be normal for the type of construction involved, provided that the common areas of the Project can still be used for the purpose for which they were designed, or reasonable alternative services are available.

(d) The purpose of the easements declared and granted in this section and **Section F** of the Declaration is to enable Declarant to fully exploit and use the Project or any portion thereof for any lawful purpose whatsoever and to construct thereon any improvements which Declarant is lawfully permitted to construct, and, in connection with such construction, to connect to, rest upon, abut and otherwise receive support for any improvements which may be created, from the improvements currently located on the Project adjoining the area of such improvement and for ingress and egress through the common areas of the Project as currently enjoyed. Declarant's exercise of rights reserved in this section and **Section F** of the Declaration are subject to Declarant's agreement to repair at its sole cost, in a good and workmanlike manner and in accordance with all laws any damage caused to the Project by reason of the exercise of the Easements granted by this section and **Section F** of the Declaration. The Easements granted in this section and **Section F** of the Declaration are perpetual and may assigned in whole or in part, subject to such limitations as may be determined appropriate by Declarant in Declarant's sole discretion, by Declarant to one or more Owners.

31. Noise, Dust, Vibration, and Other Inconveniences. Declarant and its agents, employees, contractors, licensees, successors, Mortgagees, and assigns shall have an easement over, under, and upon any portion of the Project to create and cause noise, dust, vibration, and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction, and sale of any Unit or other improvement to the Project, any additional phase to the Project, or any other development which Declarant, its successors or assigns, may develop on property adjacent to or in the vicinity of the Project. Each and every Owner or other person acquiring any interest in the Project waives any and all rights, claims or actions that might otherwise be asserted against Declarant, its agents, employees, licensees, successors, Mortgagees, and assigns, based on any such noise, dust, vibration, and other nuisances or annoyances.

32. Storm Sewer. Each Owner acknowledges and agrees that Declarant, on behalf of the Association, may seek or has obtained certain licenses and permits from the DPP relating to the connection of the Project to the public storm sewer system. To the extent that any such licenses or permits have not been issued to the Association, Declarant and its agents, employees, contractors, licensees, successors, Mortgagees, and assigns, reserve the right to transfer to the Association any and all obligations in connection with such permits. In connection with such permits and licenses, the Association shall have the responsibility to comply at all times now and in the future with all DPP regulations and any other applicable statutes, ordinances, and rules and regulations of Federal, State, or County agencies relating to the discharge, drainage, and runoff of storm water and surface water, and their constituents, from the Project into the public storm sewer system. Neither the Association nor any Owner shall take any actions that may in any way undermine the Association's obligations to comply with such regulations. Each Owner and the Association shall execute any and all documents required by Declarant in Declarant's sole discretion to transfer, if required, any applicable license(s) relative to such discharge, drainage, and runoff to the Association. Each Owner shall indemnify and hold harmless Declarant, its successors and assigns, from and against any and all claims and demands for damages in connection with the Association's fulfillment of its storm sewer connection obligations.

33. Drainage. Declarant hereby reserves to itself and the Association, and their respective officers, agents, employees, successors, and assigns, an easement to enter upon, across, over, in, and under any portion of the Project for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Project so as to improve the drainage of water on the Project. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of the Owners, the Association and Declarant, as applicable, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as

reasonably possible following such work. The rights reserved in this section and **Section F.14** of the Declaration shall continue until twenty-five (25) years after the later of: (i) the Recording of the "as built" verified statement required by Section 514B-34 of the Act; or (ii) the "date of completion" of the improvements as defined in HRS Section 507-43(f) of the last Unit constructed in the Project.

34. Limited Common Element Encroachments. There shall be reciprocal appurtenant easements of encroachment as between adjacent Limited Common Elements due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Declarant or subsequently in accordance with the terms of the Declaration) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Limited Common Elements, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct or negligence (e.g., failure to have a survey done prior to construction) on the part of an Owner or the Association. Any such easements for encroachment shall be for the encroachment and for the maintenance thereof (including access to and from the encroachment).

35. Non-Exclusive Easements Over the Project for Access to Parking Stalls; Exclusive Right to Designated Parking Stalls. Parking stalls that are appurtenant to any Unit owned or controlled by Declarant, specifically including the parking stalls scheduled as Developer's Reserved Stalls in **Exhibit D**, if any, and any parking stall or stalls denominated by Declarant in an amendment to the Declaration are hereby denominated as "**Declarant Reserved Stalls**" and/or "**Declarant Reserved Parking Stalls**." Declarant hereby reserves for its benefit the right and easement for access, ingress, and egress through the Parking Garage to any parking stalls, including, without limitation, Declarant Reserved Stalls. Declarant further hereby reserves for its benefit the exclusive right to use and/or assign and/or sell Declarant Reserved Stalls to any third party.

36. Storage Areas and Cabanas. Storage areas, if any, shown on the Condominium Map bearing the same number (preceded by "**S-**") as the Parking Stall shall be appurtenant to the Unit to which the Parking Stall is assigned and may not be separated from the Parking Stall to which it is assigned. Without limiting any other right reserved or available to Declarant in the Declaration or at law, Declarant hereby reserves for its benefit for a period of twenty-five (25) years from the Recording of the Declaration an exclusive right to assign to Owners the right to use (i) any storage area shown on the Condominium Map and bearing a number preceded by "**S-**" and (ii) any cabana shown on the Condominium Map and bearing a number preceded by "**C-**". Such storage areas and cabanas may be made appurtenant to any Unit or made a Common Element, in each case by Recorded Amendment to the Declaration.

37. Access Easements. A non-exclusive Easement is hereby granted to the Association for ingress and egress by persons, material and equipment in the Improvements and the Property, but only to the extent reasonably necessary to permit Maintenance by the Association as required or permitted pursuant to the Declaration, or to the extent otherwise reasonably necessary to exercise the Easement for the benefit of the Association.

38. Easements for Utilities and Access. Declarant reserves the right for itself and its successors and assigns without the consent or joinder of, and without notice to, any Owner or its mortgagee to create, designate, grant, convey, transfer, cancel, relocate, or otherwise deal with, for the benefit of the Project or, in Declarant's sole discretion, for the benefit of others, including, without limitation, the Association or individual Unit Owners, any easements, licenses, and rights of way at any time for utilities, any public-type facility (mailboxes and the like), amenities designed to benefit one or more Unit types (such as valet service and kiosks), sanitary and storm sewers, cable transmission facilities, telecommunication systems and facilities, refuse disposal, landscape, maintenance, driveways, parking areas, access roadways, and other similar purposes, on, over, across, under, and through the Common Elements of the Project. Without limiting the generality of the foregoing, Declarant reserves the right (x) to utilize for any purposes specified in this section and **Section F.19** of the Declaration any of the facilities (whether common, limited common, or newly constructed) described in the prior sentence (such as, but not limited to, waterlines, sewer lines, access roadways and the like) whether located in designated easement areas or otherwise, together with the right of entry to construct, reconstruct, operate, maintain,

repair and relocate such lines, facilities, and appurtenances, (y) to grant any such easements or rights of way to governmental or quasi-governmental authorities, utility or service companies, homeowner's associations, or other entities, and (z) the right to grant, dedicate, designate, use, and enjoy easements and/or rights-of-way for access purposes (including for vehicular and pedestrian access). Declarant may, in its discretion, complete any construction of intended facilities in advance of the designation or creation and granting of the easement covering the facilities so constructed. Declarant reserves the right to collect and retain, without accounting to the Board, the Association, or any Owner, all amounts payable under any easement or under any assignment of Declarant's right under the Declaration. These reserved rights shall be exercised in a manner that will not materially impair or interfere with the use of any Unit. Each Owner, by purchasing a Unit, consents to any such designation, grant, conveyance, transfer, cancellation, relocation, and reservation of easements and/or rights of way as provided above without the necessity of any Owner or those claiming by, through, or under an Owner entering into any further agreement respecting such action or document; provided, however, that such Owner and those claiming by, through, or under an Owner agree to join in and execute such documents and instruments and do such other things as may be necessary or convenient to effect the same promptly at the request of Declarant without payment of additional consideration. The rights reserved to Declarant include specifically, without limitation, the right to utilize any utility service to the Project and grant the right of use of such utility service to serve adjacent and separate developments outside of the Project provided Declarant sub-meters such use and the right to use roadways in the Project to serve adjacent developments provided the Association controlling such development shares pro rata in the cost of maintenance and repair of the roadway, if applicable. The rights reserved in this section and **Section F.19** of the Declaration shall continue for a period of twenty-five (25) years following the Recordation of the Declaration. Each Owner, by purchasing a Unit, consents to any such designation, granting, conveyance, transfer, cancellation, relocation and reservation of easements and/or rights of way as provided above without the necessity of any Owner or those claiming by, through or under an Owner entering into any further agreement respecting such action or document; provided, however, that such Owner and those claiming by, through or under an Owner agrees to join in and execute such documents and instruments and do such other things as may be necessary or convenient to effect the same promptly at the request of Declarant without payment of additional consideration.

39. Former Makaoe Lane and Pau Lane. The City and County of Honolulu may have an implied easement for roadway access purposes (the "**implied easement**") over (i) a portion of Royal Patent Grant Number 2789 to W. L. Moehonua, formerly known as Makaoe Lane and described as Parcel Ninth in **Exhibit A** to the Declaration ("**RP Grant No. 2789**"), and/or (ii) a portion of former Pau Lane as reflected on the Condominium Map and described as Parcel Tenth in **Exhibit A** to the Declaration ("**Pau Lane**"). Such portions of RP Grant No. 2789 and Pau Lane shall be kept open to the public for roadway access purposes to the extent required by the City and County of Honolulu, subject to reasonable limitations imposed by the Association. Notwithstanding the foregoing, Declarant reserves the right, for itself and its successors and assigns without the consent or joinder of, and without notice to, any Owner or its mortgagee, to secure an abandonment by the City and County of Honolulu of the implied easement.

END OF EXHIBIT O

EXHIBIT P

Section 4.2 -- Estimate of the Initial Maintenance Fees

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE ESTIMATE OF THE INITIAL MAINTENANCE FEES CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

The Estimated Maintenance Fee Disbursements for Allure Waikiki have been compiled by Hawaiiana Management Company, a licensed property manager, assuming that all units in the Project as reflected on the Condominium Map are constructed. Although the Managing Agent makes every effort to estimate the actual cost of operation, many factors will affect the ultimate cost of operation and certain budget items may change, including, but not limited to, insurance in view of today's insurance market which is rapidly changing due to worldwide disasters having a local effect on the reinsurance market, and other third party costs. Purchaser is aware that such amounts are only estimates and may change for reasons beyond the control of Developer, and Purchaser hereby specifically accepts and approves any such changes. Purchaser is also aware that such estimates do not include Purchaser's obligation for payment of real property taxes. Purchaser understands that such estimates are not intended to be and do not constitute any representation or warranty by Developer, including, but not limited to, any representation or warranty as to the accuracy of such estimates. Purchaser understands that Developer has not independently confirmed the accuracy or content of the estimates prepared by the licensed independent Managing Agent. Further, Developer advises that costs and expenses of maintenance and operation of a condominium community are very difficult to estimate initially and even if such maintenance charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on services desired by unit owners and may increase significantly depending on the level of services eventually selected by the Association's Board of Directors. Purchaser should examine the maintenance charges schedule to see what services are included in the schedule and address these issues with its Board upon its formation.

Purchasers should also be aware that the estimates provided are as of the date reflected in the Managing Agent's certification and do not reflect the actual charges that may be incurred upon the formation of the Association and the actual contracting for such services such as insurance and maintenance, etc. Inasmuch as the estimates are the Managing Agent's best estimate as of the date reflected in the Managing Agent's certification, there may be an increase in the cost of operation for reasons not in the control of Developer at the time units are delivered. For example, without limitation, there may be an increase in the cost of operation due to the projected increase by the City and County of Honolulu in sewer fees by as much as one hundred fifty percent (150%) through 2014, or an increase in cost for the resident manager in view of historically low unemployment rates in the State of Hawaii, or an increase in insurance costs for a variety of reasons, or an increase due to the mere passage of time.

Developer intends to pay all of the actual common expenses for the units and the unit owner shall not be obligated for the payment of the owner's share of the common expenses until such time as Developer causes a thirty (30) day advance written notice to be sent to the Owners that, after a specified date, the unit owners shall be obligated to pay for the portion of common expenses that is allocated to their respective units. Developer shall mail the written notice to the owners, the association, and the managing agent, if any, at least thirty (30) days before the specified date.

The estimate of the initial annual maintenance fees and monthly estimated Maintenance fees is attached hereto.

CERTIFICATE

I, the undersigned, duly sworn on oath, depose and affirm as follows:

1. I am the President for Hawaiiana Management Company, Ltd., a Hawaii corporation, designated by the Developer of the Allure Waikiki condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each unit in the Project, as set forth in Exhibit "1" attached hereto and hereby incorporated herein by reference, were determined [pursuant to a reserve study conducted] in accordance with Section 514B-148 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and are reasonable estimates for the one-year period commencing [budget date], based on generally accepted accounting principles.

3. As permitted pursuant to Section 514B–148(b), new associations need not collect estimated reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

DATED: Honolulu, Hawaii, this 3rd ay of March 2008.

Name: EMORY BUSH
Title: PRESIDENT

Subscribed and sworn to before me
this 3rd day of March 2008.

Typed or Printed Name: Annie C. Kekoolani
Notary Public, State of Hawaii

My commission expires: 02-16-2010

ANNIE C. KEKOOLANI NOTARY PUBLIC STATE OF HAWAII

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22594/8/745978.2

3-3-08

Estimate of Maintenance Fee Disbursement

Allure Waikiki
(292 units)

Utilities	Monthly	Annually
Electricity	$80,000	$960,000
Cable TV, Phone & Internet	$26,500	$318,000
Water	$3,000	$36,000
Sewer	$12,000	$144,000
Telephone	$1,000	$12,000
Contract Services		
Air Conditioning	$500	$6,000
Window Cleaning	$6,000	$72,000
Elevator	$3,000	$36,000
Pest Control	$200	$2,400
Mechanical Systems	$1,500	$18,000
Refuse	$2,500	$30,000
Maintenance		
Air Conditioning	$1,200	$14,400
Cleaning Supplies	$800	$9,600
Elevator	$300	$3,600
Grounds	$1,000	$12,000
Electrical/Lighting	$1,000	$12,000
Plumbing	$200	$2,400
Pool and Spa	$500	$6,000
Paint	$500	$6,000
Fire Systems	$300	$3,600
Building Repairs	$1,000	$12,000
Misc Rprs & Purchs	$400	$4,800
Tools	$200	$2,400
Amenities	$500	$6,000
Professional Services		
M.A. Admin Supplies & Services	$1,000	$12,000
AOAO Admin Expenses	$1,000	$12,000
Education	$400	$4,800
Management Services	$6,292	$75,504
Audit	$167	$2,004
Legal Fees	$1,000	$12,000
Consulting Fees	$400	$4,800
Payroll & Benefits		
P/R - Manager	$5,417	$65,004
P/R - Maintenance & Janitorial	$29,583	$354,996
P/R - Security	$28,000	$336,000
P/R - Office	$3,000	$36,000
Workers Comp	$5,000	$60,000
TDI	$300	$3,600
Health Care	$9,000	$108,000
Payroll Taxes	$6,500	$78,000
Payroll Prep	$260	$3,120
Manager Housing Exp	$2,500	$30,000
Other Expenses		
Property & Liability	$19,000	$228,000
Flood	$3,585	$43,020
Miscellaneous Expenses	$1,000	$12,000
Contingency	$496	$5,952
Reserves Contribution	$16,000	$192,000
TOTAL	**$284,000**	**$3,408,000**

3-3-08

Estimate of Maintenance Fee Disbursement

Allure Waikiki
(292 units)

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

Emory Bush 3-3-08

Signature Date

Pursuant to 514B-148,7b, Hawaii Revised Statutes, a new association need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

Pursuant to the declaration the Commercial unit shall not be assessed for common expenses until such time as the Commercial unit is improved.

The estimate of maintenance fee disbursement does not currently include anticipated costs for inspections mandated by Section H.11 of the Declaration. Pursuant to Section H.11 of the Declaration, certain inspections must be undertaken within one (1) year following the first meeting of the members of the Association and shall take place thereafter at least annually or as recommended in the Maintenance Manual.

Estimate of Initial Maintenance Fees

Allure Waikiki
(292 units)

Unit Type	AOAO Common Interest	Residential Common Interest	Monthly Fee	Yearly Total
Commercial Unit (*)	3.0456%			
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
A	0.3444%	0.3551%	$1,008.48	$12,101.81
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09

Estimate of Initial Maintenance Fees

Unit Type	AOAO Common Interest	Residential Common Interest	Monthly Fee	Yearly Total
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
B	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09

Estimate of Initial Maintenance Fees

Unit Type	AOAO Common Interest	Residential Common Interest	Monthly Fee	Yearly Total
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
C	0.2994%	0.3086%	$876.42	$10,517.09
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02
D	0.3495%	0.3603%	$1,023.25	$12,279.02

Estimate of Initial Maintenance Fees

Unit Type	AOAO Common Interest	Residential Common Interest	Monthly Fee	Yearly Total
D	0.3495%	0.3603%	$1,023.25	$12,279.02
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
E	0.3912%	0.4032%	$1,145.09	$13,741.06
F	0.2971%	0.3063%	$869.89	$10,438.70
F	0.2971%	0.3063%	$869.89	$10,438.70
F	0.2971%	0.3063%	$869.89	$10,438.70
F	0.2971%	0.3063%	$869.89	$10,438.70
F	0.2971%	0.3063%	$869.89	$10,438.70
F	0.2971%	0.3063%	$869.89	$10,438.70
F	0.2971%	0.3063%	$869.89	$10,438.70
F	0.2971%	0.3063%	$869.89	$10,438.70
F	0.2971%	0.3063%	$869.89	$10,438.70

Estimate of Initial Maintenance Fees

Unit Type	AOAO Common Interest	Residential Common Interest	Monthly Fee	Yearly Total
G	0.2359%	0.2432%	$690.69	$8,288.26
G	0.2359%	0.2432%	$690.69	$8,288.26
G	0.2359%	0.2432%	$690.69	$8,288.26
G	0.2359%	0.2432%	$690.69	$8,288.26
G	0.2359%	0.2432%	$690.69	$8,288.26
G	0.2359%	0.2432%	$690.69	$8,288.26
G	0.2359%	0.2432%	$690.69	$8,288.26
G	0.2359%	0.2432%	$690.69	$8,288.26
G (Unit 607)	0.2359%	0.2425%	$688.70	$8,264.40
H	0.3153%	0.3250%	$923.00	$11,076.00
H	0.3153%	0.3250%	$923.00	$11,076.00
H	0.3153%	0.3250%	$923.00	$11,076.00
H	0.3153%	0.3250%	$923.00	$11,076.00
H	0.3153%	0.3250%	$923.00	$11,076.00
H	0.3153%	0.3250%	$923.00	$11,076.00
H	0.3153%	0.3250%	$923.00	$11,076.00
H	0.3153%	0.3250%	$923.00	$11,076.00
H	0.3153%	0.3250%	$923.00	$11,076.00
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94

Estimate of Initial Maintenance Fees

Unit Type	AOAO Common Interest	Residential Common Interest	Monthly Fee	Yearly Total
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
I	0.3121%	0.3218%	$913.91	$10,966.94
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
J	0.2694%	0.2777%	$788.67	$9,464.02
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97

Estimate of Initial Maintenance Fees

Unit Type	AOAO Common Interest	Residential Common Interest	Monthly Fee	Yearly Total
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
K	0.2858%	0.2946%	$836.66	$10,039.97
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L	0.4626%	0.4768%	$1,354.11	$16,249.34
L-1	0.4566%	0.4706%	$1,336.50	$16,038.05
L-1	0.4566%	0.4706%	$1,336.50	$16,038.05
L-1	0.4566%	0.4706%	$1,336.50	$16,038.05
L-1	0.4566%	0.4706%	$1,336.50	$16,038.05
L-1	0.4566%	0.4706%	$1,336.50	$16,038.05
L-1	0.4566%	0.4706%	$1,336.50	$16,038.05
L-1	0.4566%	0.4706%	$1,336.50	$16,038.05
L-1	0.4566%	0.4706%	$1,336.50	$16,038.05
L-1	0.4566%	0.4706%	$1,336.50	$16,038.05
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51

Estimate of Initial Maintenance Fees

Unit Type	AOAO Common Interest	Residential Common Interest	Monthly Fee	Yearly Total
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M	0.3991%	0.4114%	$1,168.38	$14,020.51
M-1	0.3857%	0.4039%	$1,147.08	$13,764.91
M-1	0.3857%	0.4039%	$1,147.08	$13,764.91
M-1	0.3857%	0.4039%	$1,147.08	$13,764.91
M-1	0.3857%	0.4039%	$1,147.08	$13,764.91
M-1	0.3857%	0.4039%	$1,147.08	$13,764.91
M-1	0.3857%	0.4039%	$1,147.08	$13,764.91
M-1	0.3857%	0.4039%	$1,147.08	$13,764.91
M-1	0.3857%	0.4039%	$1,147.08	$13,764.91
M-1	0.3857%	0.4039%	$1,147.08	$13,764.91
TOTAL	100.0000%	100.0000%	$284,000.00	$3,408,000.00

(*) Pursuant to the Declaration the Commercial Unit shall not be assessed for common expenses until such time as the Commercial Unit is improved.

EXHIBIT Q

Section 5.1 -- Summary of Pertinent Provisions of Sales Contract

THIS SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE PURCHASE AGREEMENT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF PURCHASER'S RIGHTS AND OBLIGATIONS UNDER THE PURCHASE AGREEMENT, PURCHASER MUST REFER TO THE PURCHASE AGREEMENT TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE PURCHASE AGREEMENT, THE PURCHASE AGREEMENT WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

A specimen Sales Contract ("**Purchase Agreement**" or "**Sales Contract**"), has been submitted to the Real Estate Commission. ALL PURCHASERS AND PROSPECTIVE PURCHASERS SHOULD CAREFULLY READ THE AGREEMENT IN FULL since this summary is NOT A COMPLETE DESCRIPTION of its contents. The Purchase Agreement contains, among other things, the following terms and conditions (which may be modified or otherwise limited by provisions which are not summarized herein below):

(a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of a Unit.

(b) That Purchaser acknowledges having received and read the public report for the Project prior to signing the Sales Contract.

(c) That Developer makes no representations concerning rental of a Unit, income or profit from a Unit, or any other economic benefit to be derived from the purchase of a Unit.

(d) That the Sales Contract may be subordinate to the lien of a construction lender.

(e) The Sales Contract provides that it shall not be construed as a present transfer of any rights or of any interest in the Unit, but rather states that it is an agreement to transfer in the future. By execution of the Sales Contract, Purchaser agrees to waive, relinquish and subordinate the priority or superiority of any lien or other legal or equitable interest arising under the Sales Contract in favor of the lien or charge on the Project of the security interests of the lender, including but not limited to any lien, mortgage or charge securing a loan made to finance the acquisition of the land and the costs of construction (if applicable) and any and all advances therefore until the filing of the deed.

(f) That Purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(g) Requirements relating to Purchaser's financing of the purchase of a Unit.

(h) That, in the event in the event Purchaser elects to obtain a mortgage loan for the purchase and fails to provide Developer with evidence of approval or disapproval of such loan within the time period specified in the Sales Contract, the transaction will be considered an all cash purchase without any financing contingency and Purchaser's deposit will not be refundable to Purchaser in the event Purchaser fails to close the purchase.

(i) The Sales Contract provides that Purchaser may purchase upgrades, including modifications or additions to, or upgrades of, the standard fixtures, appliances and/or layout of the Unit to be

made by Developer, pursuant to an option addendum attached to the Sales Contract upon Purchaser's execution of the Sales Contract. Purchaser must make deposits for the upgrades as required by Developer.

(j) That the Unit and the Project will be subject to various other legal documents which Purchaser should examine, and that Developer may change these documents under certain circumstances.

(k) That Developer makes no warranties regarding the Unit, the Project or anything installed or contained in the Unit or the Project.

(l) That the Project will be subject to ongoing construction and sales activities which may result in certain annoyances to Purchaser.

(m) That Purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(n) That Developer has reserved certain rights and powers relating to the Project and Purchaser acknowledges and consents to the exercise of such rights and powers.

(o) That except under certain circumstances, as set forth in the Sales Contract, all interest on deposits toward the purchase price shall be the property of Developer.

(p) If Purchaser defaults, Developer may retain purchaser's deposits as liquidated damages and pursue any remedy at law or in equity that it may have against purchaser on account of such default, including, without limitation, the right to seek specific enforcement of the Sales Contract.

(q) That, in the event of a default by Developer prior to the close of escrow, purchaser's sole remedy shall be the right to terminate the Sales Contract and recover purchaser's deposit and any interest earned thereon at the rate of five percent (5%) per annum. In the event of a default by Developer, purchaser (i) acknowledges that purchaser is not entitled to the award of any damages and (ii) expressly waives any right to specific performance of the Sales Contract.

(r) That, notwithstanding anything to the contrary contained in the Sales Contract, Developer's maximum liability under the Sales Contract and any documents executed by Developer pursuant to or in connection with the Sales Contract respecting any claim following closing shall not exceed the purchase price. In addition, any action, suit or proceeding brought by purchaser against Developer under the Sales Contract and any documents executed by Developer pursuant to or in connection with the Sales Contract shall be commenced and served, if at all, on or before the date that is twelve (12) months after the date of closing and, if not commenced and served on or before such date, thereafter shall be void and of no force or effect.

(s) Purchaser may not at any time assign its rights or obligations under the Purchase Agreement.

(t) Purchaser may not prior to Closing market, list for sale or otherwise seek to sell (through advertising or other means) the Property without the prior written consent of Developer in its sole discretion.

The Sales Contract contains various other important provisions relating to the purchase of a unit in the Project. As previously stated, all purchasers and prospective purchasers should carefully read the specimen Sales Contract on file with the Real Estate Commission.

END OF EXHIBIT Q

EXHIBIT R

Section 5.1 -- Summary of Pertinent Provisions of Escrow Agreement

THIS 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. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

The Escrow Agreement sets up an arrangement under which the deposits a purchaser makes pursuant to a Sales Contract will be held by a neutral party ("**Escrow**"). Under the Escrow Agreement, these things will or may happen:

(a) Escrow will let Purchaser know when payments are due.

(b) Escrow will arrange for Purchaser to sign all necessary documents.

(c) Except under certain circumstances as set forth in the Sales Contract, all deposits toward the purchase price shall be the property of Developer. Provided that Purchaser is not in default under the Sales Contract and the Sales Contract contains a financing provision, purchaser's deposits, less escrow cancellation fees and third party lender fees, is refundable to purchaser if purchaser fails to qualify for a mortgage loan. Otherwise, all deposits toward the purchase price shall be the property of Developer. Purchaser will be entitled to a refund of his or her funds only under certain circumstances.

(d) Purchaser will be entitled to a refund of his or her funds only under certain circumstances as set forth in the Sales Contract.

The Escrow Agreement also establishes the procedures for the retention and disbursement of a purchaser's funds and says what will happen to the funds upon a default under the Sales Contract. The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. Purchasers and prospective purchasers should carefully read the signed Escrow Agreement on file with the Real Estate Commission. A copy is available at Developer's sales office. The Escrow Agreement contains the following provisions (which may be modified or otherwise limited by provisions not set forth below):

1. As and when Developer enters into a Sales Contract, Developer will give Escrow a signed copy of the Sales Contract and Purchaser's deposit towards the purchase price of a Unit. The Sales Contract will require Purchaser to pay to Escrow all other payments of the purchase price required under the Sales Contract. If Purchaser gets a mortgage loan, the money from the loan will be paid to Escrow, along with the lender's mortgage for recording, and Escrow shall follow the lender's instructions. The Sales Contract will show the correct name and address of each Purchaser. If a Sales Contract is signed and the sale occurs in a state other than Hawaii, the Sales Contract will show the place where the sale occurs.

2. Escrow will put all of the money it gets from Purchaser in one or more special accounts (the "trust fund"). The trust fund will be deposited only at a depository designated by Developer or in banks or savings and loan institutions in Hawaii that are insured by the federal government as directed by Developer. The place, or places, where the trust fund is set up will be chosen by Escrow, unless

otherwise selected or directed by Developer. Unless any of the Sales Contracts show different instructions, Developer will get all of the interest earned on the trust fund. Escrow will deposit the payments it gets from Purchaser into the trust fund one or more times each week, so that the funds may earn the maximum interest.

3. Notwithstanding anything in the Escrow Agreement to the contrary, if Developer has submitted to the Real Estate Commission a material house bond securing the construction of improvements in the Project, the following provisions shall apply:

(i) Purchaser's money shall not be disbursed to pay for construction costs or other expenses of the Project until the Unit to be conveyed has been completed and the Deed to Purchaser has been recorded; and

(ii) If closing is to occur prior to the expiration of the applicable mechanic's lien period, Developer shall provide Purchaser with a mechanic's lien endorsement to Purchaser's owner's title insurance policy that protects Purchaser against all future mechanic's and materialmen's liens. Further, Developer shall confirm to Escrow that Developer has provided the Real Estate Commission with a release by the general contractor of the contractor's lien rights.

4. The Sales Contract states when refunds of deposits may be made to Purchaser. In the case where the Sales Contract is not yet binding and Purchaser requests a refund, Escrow shall notify Developer of such request. Escrow may refund the deposit to Purchaser, less any cancellation or other fees to which Escrow is entitled, only after receiving written approval from Developer. In all other cases, Escrow shall not make any refund to a Purchaser who asks for it unless Escrow receives written approval from Developer or from a court of competent jurisdiction. The words "cancellation fees" mean Escrow's cancellation fees which are described in the Sales Contract and are described later in the Escrow Agreement. Fees for cancellation may also be charged by the lender who has agreed to lend Purchaser money to buy the Unit. The Sales Contract states the instances when Escrow is to subtract cancellation fees from the amount to be refunded unless Developer tells Escrow not to charge the cancellation fees. Escrow shall give each Purchaser who is to get a refund written notice of the refund. Escrow will send this notice by registered or certified mail to Purchaser at the address shown on Purchaser's Sales Contract or to the last address which Purchaser may have given to Escrow.

5. Escrow will notify Developer and Purchaser promptly if Purchaser fails to make a payment or is otherwise in default under the Sales Contract (to the knowledge of Escrow). Developer will notify Escrow in writing if a Purchaser has defaulted or not done something that Purchaser promised to do in the Sales Contract. Developer will tell Escrow in the same letter that, because Purchaser has defaulted, Developer is cancelling the Sales Contract and will give Escrow a copy of the letter that Developer delivered in person or sent by registered or certified mail to Purchaser, telling Purchaser of the default and cancellation. Developer will also give Escrow a copy of a receipt signed by Purchaser or the registered or certified mail return receipt. Escrow will then send a letter to Purchaser by registered or certified mail, informing Purchaser that Developer has cancelled the Sales Contract because of the default. Escrow will wait for ten (10) business days after the date which shows on the return receipt as the date when Purchaser got Escrow's letter or the date which shows the last time that the post office tried to deliver the letter. If Escrow does not hear from Purchaser during that time, Escrow may deduct its cancellation fee from Purchaser's funds and treat Purchaser's funds which are left as belonging to Developer. If Purchaser tells Escrow that Purchaser has not defaulted or tells Escrow not to do anything with Purchaser's funds, then Escrow may proceed in accordance with Section 5.2 of the Escrow Agreement (to interplead funds) or deliver the funds to Developer.

6. Escrow will set the time (in accordance with Sales Contract and Developer's interest to pre-close) for taking in all money from each Purchaser and for the signing of all of the documents that each Purchaser must sign to complete the purchase, except for the mortgage documents, which may be signed at the lender's place of business. The conveyance tax certificates, preliminary closing statements, escrow instructions and final closing statements will be prepared by Escrow, and Escrow will do all of the escrow acts required under the Escrow Agreement or any other written agreements between Developer,

Purchaser and Escrow. Escrow will give Purchaser and Developer copies of HARPTA and FIRPTA forms, or provide the online link to obtain copies of those forms, with a recommendation that the parties seek appropriate counsel to complete the forms. Escrow will coordinate with Purchaser's lender, the title companies and all others who are a part of the purchase so that closing will occur at a suitable time. Escrow agrees to close all of the sales at the same time or individually from time to time, as directed by Developer. "Closing" is complete when all necessary conveyance and financing documents to complete a purchase are recorded in the appropriate Hawaii recording office. After all documents have been signed, Escrow will close on the closing date as agreed to in the Sales Contract only if:

(i) The required money has been paid to Escrow;

(ii) All necessary documents can be recorded, as appropriate;

(iii) All mortgages having to do with the purchase can be recorded, following the lender's instructions; and

(iv) All necessary releases can be recorded so that the Unit is conveyed free and clear of all blanket liens in accordance with the Condominium Law.

END OF EXHIBIT R

EXHIBIT S

Section 5.2 -- Sales to Owner Occupants

ALLURE WAIKIKI
AFFIDAVIT OF INTENT TO PURCHASE AND RESIDE IN AN OWNER-OCCUPANT DESIGNATED CONDOMINIUM RESIDENCE

[ ] Chronological System [ ] Lottery System

We, the undersigned "owner-occupants", on this _____ day of _____, 20____, do hereby declare that it is our intention to purchase and reside in a designated condominium residence designated for an "owner-occupant" in Allure Waikiki condominium project ("Project") proposed by FRC Waikiki, LLC, a Delaware limited liability company ("Developer").

We understand, affirm, represent and agree by signing this Affidavit that:

1. It is our intent to reserve and purchase an owner-occupant designated residential unit ("designated residential unit") pursuant to Section 514B-96 of the Owner-Occupant Law, and upon closing escrow, to reside in the designated residential unit as our principal residence for 365 consecutive days.

2. The term "owner-occupant" as used herein is defined in section 514B-95 of the Owner-Occupant Law as:

> "...any individual in whose name sole or joint legal title is held in a residential unit that, simultaneous to such ownership, serves as the individual's principal residence, as defined by the department of taxation, for a period of not less than three hundred and sixty-five consecutive days; provided that the individual shall retain complete possessory control of the premises of the residential unit during this period. An individual shall not be deemed to have complete possessory control of the premises if the individual rents, leases, or assigns the premises for any period of time to any other person in whose name legal title is not held; except that an individual shall be deemed to have complete possessory control even when the individual conveys or transfers the unit into a trust for estate planning purposes and continues in the use of the premises as the individual's principal residence during this period." (Emphasis added).

3. We understand that if two or more prospective owner-occupants intend to reside jointly in the same designated residential unit, only one owner-occupant's name shall be placed on the reservation list for either the chronological system or the lottery system.

4. Should we require financing from a financial institution to purchase the designated residential unit, the financing shall be an owner-occupant mortgage loan. The financial institution is required to take all reasonable steps necessary to determine whether the borrower intends to become an owner-occupant.

5. At any time after obtaining adequate financing or a commitment for adequate financing up until the expiration of this Affidavit (365 days after recordation of the instrument conveying the designated residential unit to us), we shall notify the Real Estate Commission immediately upon any decision to cease being an owner-occupant of the designated residential unit.

6. At closing of escrow, we shall file a claim for and secure an owner-occupant property tax exemption with the appropriate county office for the designated residential unit.

7. We have personally executed this Affidavit and we are all of the prospective owner-occupants for the designated residential unit. This Affidavit shall not be executed by an attorney-in-fact.

8. We shall 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 designated residential unit until at least 365 consecutive days have elapsed since the recordation of the instrument conveying title to the designated residential unit to us. Furthermore, we understand that we have the burden of proving our compliance with the law. We affirm that we will notify the Real Estate Commission immediately upon any decision to cease being an owner occupant.

9. We understand that it is the affirmative duty of any developer, employee or agent of a developer, and real estate licensee, to report immediately to the Real Estate Commission any person who violates or attempts to

violate the Owner-Occupant Law. No developer, employee or agent of a developer, or real estate licensee shall violate or aid any person in violating the Owner-Occupant Law.

10. The Real Estate Commission may require verification of our owner-occupant status and if we fail to submit such verification, we may be subject to a fine in an amount equal to the profit made from the sale, assignment or transfer of the designated residential unit.

11. Any false statement in this Affidavit or violation of the Owner-Occupant Law shall subject us to a misdemeanor charge with a fine not to exceed $2,000, or by imprisonment of up to a year or both. We further understand that if we violate or fail to comply with the Owner-Occupant Law, we shall be subject to a civil penalty of up to $10,000, or fifty per cent of the net proceeds received or to be received from the sale, lease, rental, assignment or other transfer of the designated residential unit, whichever is greater.

12. When required by context, each pronoun reference shall include all numbers (singular or plural) and each gender shall include all genders.

By signing this affidavit we represent and affirm that we have read, understand and agree to the above statements. **This affidavit may not be signed by an Attorney-in-Fact.**

1) _____
Purchaser's signature Print Name Date

2) _____
Purchaser's signature Print Name Date

3) _____
Purchaser's signature Print Name Date

4) _____
Purchaser's signature Print Name Date

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

On this _____ day of _____, 20_____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

_____
Type or print name: _____
Notary Public, State of Hawaii.
My commission expires: _____

EXHIBIT T

Section 5.3 -- Blanket Liens

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE BLANKET LIENS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage Liens	Purchaser's interest in the property is subordinated to the mortgage loans listed below (the "existing mortgages") and Purchaser's interest in the Unit and under Purchaser's purchase agreement will be extinguished in the event of a foreclosure. Unless and until the purchase agreement between Developer and Purchaser becomes binding as described, among other places, in Section 5.8.1 of this report, Purchaser's deposits shall be refundable to Purchaser upon a default by Developer or foreclosure under the existing mortgage loans. From and after the date the purchase agreement between Developer and Purchaser becomes binding, Purchaser's deposits shall, upon a default by Developer or foreclosure under the existing mortgage loans and at the election of the mortgage lender(s), be non-refundable to Purchaser so long as such mortgage lender(s) elects to perform under the Purchase Agreement.
Existing Mortgage	1. Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an original principal indebtedness of $169,200,000.00, and any other amounts or obligations secured thereby. Dated: December 3, 2007 Mortgagor: FRC Waikiki, LLC, a Delaware limited liability company Mortgagee: Corus Bank, N. A. Recorded December 18, 2007 as Document No. 2007-217283. 2. The Assignment of Leases and Rents in favor of Corus Bank, N.A., as additional security for the payment of the indebtedness in the amount of $169,200,000.00, which was recorded December 18, 2007 in the Bureau as Document No. 2007-217284. 3. A financing statement Debtor: FRC Waikiki, LLC Secured Party: Corus Bank, N. A.

Recorded December 18, 2007 in the Bureau as Document No. 2007-217285.

4. The Collateral Assignment of Developer's Rights and Agreement with Respect to Condominium Documents in favor of Corus Bank, N.A., as additional security for the payment of the indebtedness in the amount of $169,200,000.00, which was recorded December 18, 2007 in the Bureau as Document No. 2007-217286.

5. Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an original principal indebtedness of $69, 817,500.00, and any other amounts or obligations secured thereby.

   Dated: December 3, 2007
   Mortgagor: FRC Waikiki, LLC, a Delaware limited liability company
   Mortgagee: SP Waikiki Lender, LP, a Delaware limited partnership
   Recorded December 18, 2007 in the Bureau as Document No. 2007-217287.

   A Subordination and Intercreditor Agreement recorded December 18, 2007 in the Bureau as Document No. 2007-217289 provides that the above document was subordinated to that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded December 18, 2007 in the Bureau as Document No. 2007-217283.

6. The Assignment of Rents and Leases in favor of SP Waikiki Lender, LP, a Delaware limited partnership, as additional security for the payment of the indebtedness in the amount of $69,817,500.00, which was recorded December 18, 2007 in the Bureau as Document No. 2007-217288.

7. A financing statement

   Debtor: FRC Waikiki, LLC
   Secured Party: SP Waikiki Lender, LP
   Recorded December 19, 2007 in the Bureau as Document No. 2007-218249.

Future Construction Loans	Developer has reserved the right to finance the construction of improvements and units using one or more new construction loans.

END OF EXHIBIT T

EXHIBIT U

Section 6 -- Miscellaneous Information Not Covered Elsewhere in this Report

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, PROJECT RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

1. Developer may revise the specimen deed and sales contract for the Project to conform with any future amendments that may be made to the Declaration and the Project.

2. Developer makes no warranties, express or implied, about the Units or the Project, or about consumer products or anything else installed or contained in the Units 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 Developer "**as is**" and "**where is**", with all defects, whether visible or hidden, and whether or not known. This means, among other things, that Developer does not have to fix any defect no matter what causes it or when it is discovered. Each Owner and every other interested person waives and releases any and all rights and claims such person may have, now or in the future, against Developer, its representatives, successors and assigns for (i) any defects in the Units or the Project or any consumer products or anything else things installed or contained in the Units or the Project, and (ii) for injury to persons or property arising from any such defects. This means that Developer will not have to pay for any injury or damage to people or things as a result of any defect. Finally, without limiting the other parts of this section and **Section U.2** of the Declaration, nothing in the condominium map is intended to be or is a representation or warranty by Developer.

3. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of field construction, other permitted changes to the Unit, and settling and shifting of Improvements, actual square footage of the Unit may also be affected. By accepting title to the Unit, the applicable Unit Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Unit Owner shall be deemed to have fully waived and released any warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of Units.

4. CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR UNIT OR FACILITY. NINETY (90) CALENDAR DAYS

BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE 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 YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION

5. The construction, placement or making of any and all new improvements and material alterations in existing improvements on the Project property, including interior changes to the units, whether visible or not from the exterior, any landscaping, and any improvements or alterations of existing improvements must strictly adhere to all principles, requirements and goals set forth in the Architectural Guidelines.

6. In the event purchaser or any other person with an interest in the Project or the Property shall have any claim or cause of action arising out of or in any way related to the Unit Deed, the Declaration (and any and all rules, regulations and Supplemental Declarations promulgated pursuant to the foregoing, and the enforcement thereof), the design, or orientation of the Unit and related facilities as they relate to exposure to the sun, moisture, mold and/or wind and/or adjacent properties, the development, construction, quality, sales, marketing, disclosures concerning, financing, or delivery of the Project, all of which are incorporated into the Unit Deed by reference, or any other aspect of or activity with respect to the Project or the Property (collectively the "**Covered Matters**"), against Developer and/or any of the Covered Parties defined in the Declaration, such claim or cause of action (a **"Dispute"**) whether such Dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Declaration, whether such Dispute arises before or after the recording of the Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. § 1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc., or if not then in existence, the American Arbitration Association ("**DPR**") in accordance with its rules in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Declaration, and not by a court of law. No punitive damages shall be awarded in any claim against Developer or any other Covered Parties. The arbitrator may not award attorneys fees and costs to the prevailing party, and each party shall bear its own attorneys' fees and costs (including expert costs) for the Arbitration. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Developer or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

7. Developer's obligation to close under the Sales Contract is expressly contingent upon Developer procuring purchase agreements to sell at least fifty percent (50%) of the Residences, such that the combined sales shall equal the minimum number of square feet and having a minimum aggregate gross sales price as required by Developer's Loan Agreement with its lender(s). In the event the above pre-sale requirements are not met by November 1, 2007, Developer shall have the right to terminate this Agreement by giving written notice to Purchaser and Developer shall refund all Deposits paid under the Sales Contract. Purchaser acknowledges and agrees that Developer's presale contingency does not benefit Purchaser in any respect and that Developer shall have the absolute right, in its sole discretion, to waive this provision at any time and for any reason.

8. Developer intends to seek and must obtain one or more Conditional Use Permit(s) (Minor), Zoning Adjustment(s), Special District (Major) Permit(s), and project improvement building permits (the "**Permits**") in order to proceed with the construction of the Project as contemplated by the Condominium Map. Developer's obligation to close under this Agreement is expressly contingent upon Seller procuring the Permits (the "**Permit Contingency**"). In the event the

foregoing Permit Contingency is not satisfied by November 1, 2007, Developer shall have the right to terminate this Agreement by giving written notice to Purchaser and Seller shall refund all Deposits paid under the Sales Contract.

9. The rights reserved to Developer under Section S of the Declaration and Exhibit O of this Report, among other sections, include, without limitation, the right under Section S.8 of the Declaration and paragraph 8 of Exhibit O of this Report to change the unit designations, parking stall numbering and numbering of floors in the Tower. For example, -01, -02, -03, etc. units may be re-labeled as -A, -B, -C, etc. units, and floor levels 13, 14, 15, etc. may be re-numbered as floor levels 14, 15, 16, etc., respectively. Declarant shall have the right in its sole and absolute discretion prior to Units being Sold and Recorded to change the ultimate designation(s) of units, numbering of parking stalls and floor numbering in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of, or notice to, any person or group of persons, including the Association, any Owner or Mortgagee, any Unit mortgagee, lien holder, purchaser or any other person who may have an interest in the Project or in any Unit.

10. Developer does not currently have plans to sell the Commercial Unit at this time. Prior to the sale of the Commercial Unit, the boundaries of the Commercial Unit may change to conform to the requirements of the Real Estate Commission.

END OF EXHIBIT U