AMENDED

DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	COUNTRY CLUB VILLAGE 6
Project Address	3009 Ala Makahala Place Honolulu, Hawaii 96818
Registration Number	6391
Effective Date of Report	**November 1, 2007**
Developer(s)	Salt Lake 6 LLC, a Hawaii 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

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

1. The Condominium contains two kinds of units -- residential units and parking units. There will be 269 residential units and 245 parking units.

2. There are a total of 514 parking stalls in the Condominium's parking structure, including the 269 parking units. Each of the residential units will come with one parking stall as a limited common element appurtenant to the residential unit. Buyers of each of the 2 bedroom residential units will be required to also purchase a separate parking unit for an additional price. However, the Developer, in its sole and absolute discretion, can decide to discontinue and/or resume, at any time and from time to time, such required purchase of a parking unit by the buyers of the 2 bedroom units. Additional parking units may also be available for sale to any buyer of a residential unit in the Condominium or to any other person.

3. The Developer has established a common parking plan in the House Rules for use of the parking units and parking stalls in the parking structure on an unreserved basis, except for the Developer's parking stalls and parking units and the parking stall appurtenant to the resident manager's unit which will be reserved. See Exhibit M for further information regarding parking.

4. The Condominium is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Country Club Village Community Area dated June 27, 1994, recorded in the Land Court as Document No. 2160554, as amended and restated by Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Country Club Village Community Area dated July 25, 1994, recorded in the Land Court as Document No. 2170588 (the "Master Declaration"). As further described in the Master Declaration, the Master Declaration provides for the Country Club Village Community Facilities Maintenance Association (the "Master Association"), for mandatory membership by the Condominium

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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	NA			
Address of Project	3009 Ala Makahala Place, Honolulu, Hawaii 96818			
Address of Project is expected to change because				
Tax Map Key (TMK)	(1) 1-01-065:33			
Tax Map Key is expected to change because				
Land Area	97,589 square feet			
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	NA			

1.2 Buildings and Other Improvements

Number of Buildings	2
Floors Per Building	Residential Tower: 17; Parking Structure: 7
Number of New Building(s)	2
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Reinforced concrete; masonry, glass, steel, aluminum and appropriate trim

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 _A_.						

514	**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:	540
Number of Guest Stalls in the Project:	26
Number of Parking Stalls Assigned to Each Unit:	1
Attach Exhibit _A__ 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 Exhibit B Developer's Reserved Rights and Exhibit M Information Regarding Parking.	

1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit C

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 D

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 _A___.
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): Meeting Room

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 _E__.
Described as follows:

Common Element	**Number**
Elevators	5 (3 Residential Tower; 2 Parking Structure)
Stairways	4 (2 Residential Tower; 2 Parking Structure)
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 _F__.
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 N
	✔	Number of Occupants: See Exhibit G
	✔	Other: See Exhibit G
		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 _H__ describes the encumbrances against title contained in the title report described below.
Date of the title report: September 14, 2007
Company that issued the title report: Island Title Corporation

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	269	☑ Yes	☐ No	A-2 and A-3
☐	Commercial		☐ Yes	☐ No	
☐	Mix Residential/Commercial		☐ Yes	☐ No	
☐	Hotel		☐ Yes	☐ No	
☐	Timeshare		☐ Yes	☐ No	
☐	Ohana		☐ Yes	☐ No	
☐	Industrial		☐ Yes	☐ No	
☐	Agricultural		☐ Yes	☐ No	
☐	Recreational		☐ Yes	☐ No	
☑	Other(specify)	245	☑ Yes	☑ No	A-2 and A-3
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.					

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
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: Salt Lake 6 LLC, a Hawaii limited liability company Business Address: 215 N. King Street, #1000, Hon., HI 96817 Business Phone Number: (808) 526-2027 E-mail Address:
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).	Members: MH56 LLC, a Hawaii limited liability company (Marshall Hung, Member) KM1218 LLC, a Hawaii limited liability company (Ken Matsuura, Member) Natrium LLC, a Hawaii limited liability company (Vito Galati, Member)
2.2 Real Estate Broker	Name: Marcus & Associates, Inc. Business Address: 1045 Mapunapuna St., Hon., HI 96819 Business Phone Number: (808) 839-7446 E-mail Address: info@marcusrealty.com
2.3 Escrow Depository	Name: Island Title Corporation Business Address: 1132 Bishop St., #400, Hon., HI 96813 Business Phone Number: (808) 531-0261
2.4 General Contractor	Name: Hawaiian Dredging Construction Company, Inc. Business Address: 201 Merchant St., 11th, Hon., HI 96813 Business Phone Number: (808) 735-3211
2.5 Condominium Managing Agent	Name: Hawaiian Properties LTD Business Address: 1165 Bethel St., 2nd Fl., Hon., HI 96813 Business Phone Number: (808) 539-9777
2.6 Attorney for Developer	Name: Cades Schutte LLLP Business Address: 1000 Bishop St., 12th Fl., Hon., HI 96813 Business Phone Number: (808) 521-9200

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
Land Court	September 14, 2007	3657389

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	October 3, 2007	3663658

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
Land Court	September 14, 2007	3657390

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
NA		

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	1921
Bureau of Conveyances Map Number	

Dates of Recordation of Amendments to the Condominium Map:
NA

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		☐
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%	67%
Bylaws	67%	67%

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 B

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 I___ 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.

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) Telephone (common elements only & not Resident Manager Unit)

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 _J__ 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: Name of Escrow Company: Exhibit _K__ 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.
☐	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
Acquisition and construction	Lender may enforce or reject contracts which are subordinate
mortgage	

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: See Exhibit L
Appliances: See Exhibit L

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

Status of Construction: Expected commencement: October 2007 Expected completion: March 2009
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: 24 months after the Effective Date when the contract becomes binding with force majeure extension.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:

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:
Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Country Club Village Community Area dated July 25, 1994, recorded in the Land Court as Document No. 2170588	

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

[Continued from page 1a "Special Attention"]

4. Association in the Master Association, and assessments by the Master Association for common expenses of the Master Association, including expenses in connection with the pool, other recreational facilities and other Community Facilities described in the Master Declaration, and with keeping and maintaining Likini Street Park. Master Association assessments are assessed to the Condominium Association, and will be a common expense of the Condominium Association assessed only to the residential units in the Condominium for so long as the parking units do not have access to the Community Facilities described in the Master Declaration. The Community Facilities of the Master Association include the following existing improvements located on the Land of this Condominium which are to be maintained by the Master Association, rather than the Condominium Association: sidewalk and 2 lampposts along the private road adjacent to the south side of the Land, and existing sign wall near the southeast corner of the Land approximately as shown on the Condominium map.

5. Certain pets are permitted in the Condominium subject to the restrictions in the Bylaws and the House Rules. See Exhibit N for further information regarding pets.

6. The wall located at the corner of Ala Napunani and Ala Makahala Streets and the sign located on the wall and its light regarding the availability of monthly parking shall be limited common elements appurtenant to the parking units owned by Developer for so long as Developer owns any parking unit. At such time as Developer no longer owns any parking unit, the wall, sign and light shall become common elements. The cost of maintaining and repairing the wall, sign, and light, including the cost of any electricity for the wall, sign and light, will be a common expense of the Association as a whole.

7. The maintenance fees for each residential unit have been calculated based upon the assumption that a two bedroom unit would be occupied by not more than 5 persons and a one bedroom unit would be occupied by not more than 3 persons. If such units are occupied by more than such assumed number of persons, the Association, through the Managing Agent, may charge an excess occupancy charge as provided in the House Rules. See Exhibit G for further information regarding the excess occupancy charge.

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.

Salt Lake 6 LLC
Printed Name of Developer

By: _____
Duly Authorized Signatory*

October 5, 2007
Date

Marshall W. Hung, Member of MH56 LLC (Member of Developer)
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, _____

Planning Department, Not Applicable

***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.**

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.

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Salt Lake 6 LLC
Printed Name of Developer

By: _____ October 5, 2007
Duly Authorized Signatory* Date

Vito Galati, Member of NATRIUM LLC (Member of Developer)
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, _____

Planning Department, Not Applicable

***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.**

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.

Salt Lake 6 LLC
Printed Name of Developer

By: _____
Duly Authorized Signatory*

October 5, 2007
Date

Kenneth T. Matsuura, Member of KM12 LLC (Member of Developer)
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, _____

Planning Department, Not Applicable

***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

Description of Units, Areas, Parking Stall Assignments and Common Interests

1. Description of Units. The Condominium establishes a total of two hundred sixty-nine (269) residential units and two hundred forty-five (245) parking units, as shown on the Condominium Map. Each unit is designated as a separate freehold estate.

(a) Description of Residential Units. Each residential unit consists of the spaces within the perimeter and party walls, windows, doors, floors and ceilings of the respective residential unit as shown on the Condominium Map.

Each residential unit is designated on the Condominium Map by a unit number consisting of either a three or four digit number. Each unit as so designated and identified by a unit number is located in the Condominium as shown on the Condominium Map.

Each type 05, 07, 10, and 11 unit shall have two bedrooms, one and one-half bathrooms, a living/dining room, a kitchen and a lanai.

Each type 01, 02, 04, 14 (except Units 104 and 114), 15 and 16 unit shall have two bedrooms, one bathroom, a living/dining room, a kitchen and a lanai.

Units 104 and 114 shall have one bedroom, one bathroom, a storage room, a living/dining room, a kitchen and a lanai.

Each type 03, 06, 08, 09, 12, and 13 unit shall have one bedroom, one bathroom, a living/dining room, a kitchen and a lanai.

Each unit will have the number of rooms (exclusive of lanais), approximate net living floor area in square feet (exclusive of lanais), and approximate net lanai floor area in square feet set forth below.

The approximate net living floor areas set forth below are based on measurements taken from the undercoated or unfinished interior surface of all perimeter or party walls, except that no reduction has been made to account for interior walls, ducts, vents, shafts and the like located within the perimeter walls and/or vertical planes. All approximate net lanai floor areas set forth below are based on measurements taken from the inner surfaces of all perimeter and party walls and boundaries of the lanai areas. All floor areas set forth below are not exact but are approximations based on the floor plans of each type of unit. All floor areas set forth below have also been rounded to the lowest full square foot where the approximation of such floor areas exceed a square foot by any fraction of a square foot. For these reasons, the measurements of the floor areas set forth below may not follow the designation of the limits of the units (the legally designated areas of the units) set forth below, and the floor areas set forth below may be different from the actual floor areas of the units as constructed.

Each residential unit will have immediate access through the walkways, corridors, stairways and/or elevators of the Residential Tower which lead to the lobby areas and other common elements of the Condominium to public streets.

(b) Description of Parking Units. Each parking unit consists of the spaces within the boundary lines, floors and ceilings of the respective parking unit as shown on the Condominium Map.

Each parking unit is designated on the Condominium Map by a unit number consisting of a three digit number, some of which are followed by a "C". The "C" type parking units are compact parking stalls. The parking units with no "C" designation are regular stalls. Parking units 210, 310, 410, 510, 610, 662 and 710 are handicap stalls. Each unit as so designated and identified by a unit number is located in the Condominium as shown on the Condominium Map.

Each parking unit will have the approximate floor area in square feet as set forth below.

Each parking unit will have immediate access through the walkways, corridors, stairways and/or elevators of the Parking Structure which lead to the lobby areas and other common elements of the Condominium to public streets.

(c) Description of Parking Stalls

The Condominium includes a seven (7) level parking structure (the "**Parking Structure**") containing a total of five hundred fourteen (514) parking stalls [three hundred seven (307) regular stalls, two hundred (200) compact stalls, and seven (7) handicapped stalls, seven (7) of which shall be used as standard stalls until such time as a unit owner presents proof of need for a handicapped stall and a stall is designated and marked accordingly], including the 245 parking units. Twenty-Six (26) additional outdoor parking stalls are located on the ground level of the Land.

Each parking stall is designated on the Condominium Map by a number consisting of a three digit number, some of which are followed by a "C". The "C" type parking stalls are compact parking stalls. The parking stalls with no "C" designation are regular stalls. Each stall as so designated and identified by a unit number is located in the Condominium as shown on the Condominium Map.

(d) Description of Common Interest

Paragraph 7 of the Declaration states as follows:

"7. Common Interest. Each unit shall have appurtenant thereto an undivided interest in the common elements of the Condominium as shown in Exhibit C hereto (hereinafter referred to as the "**common interest**") and, except as herein expressly provided for in this Declaration, including Section 13 of this Declaration, the same proportionate share in all common profits and expenses of the common elements of the Condominium and the same proportionate interest for all other purposes, including, without limitation, voting. Since the parking units do not have

access to all of the common elements, the common interest apportioned to the parking units are not in proportion to their relative area."

The common interest of each unit is also set forth below.

(e) Exhibit C of the Declaration. Exhibit C of the Declaration provides as follows:

UNIT DESCRIPTION

RESIDENTIAL TOWER

FLOOR 1

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
101	2 BR/1 Bath	5	750	44	794	0.004014	338
102	2 BR/1 Bath	5	750	44	794	0.004014	317
103	1 BR/1 Bath	4	552	44	596	0.003109	316
104	1 BR/1 Bath/ 1 Storage	5	722	44	766	0.003256	308
105	2 BR/1 and ½ Bath	6	794	45	839	0.004014	315
107	2 BR/1 and ½ Bath	6	794	45	839	0.004014	314
109	1 BR/1 Bath	4	545	45	590	0.003109	313
111	2 BR/1 and ½ Bath	6	794	45	839	0.004014	312
112	1 BR/1 Bath	4	531	44	575	0.003109	310
113	1 BR/1 Bath	4	552	47	599	0.003109	307
114	1 BR/1 Bath/ 1 Storage	5	722	44	766	0.003256	311
115	2 BR/1 Bath	5	750	44	794	0.004014	306
116	2 BR/1 Bath	5	750	44	794	0.004014	305

FLOOR 2

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
201	2 BR/1 Bath	5	750	37	787	0.004014	322c
202	2 BR/1 Bath	5	750	37	787	0.004014	321c
203	1 BR/1 Bath	4	552	37	589	0.003109	320c
204	2 BR/1 Bath	5	784	37	821	0.004014	319c
205	2 BR/1 and ½ Bath	6	794	37	831	0.004014	318c
206	1 BR/1 Bath	4	502	37	539	0.003109	309c
207	2 BR/1 and ½ Bath	6	794	37	831	0.004014	278c
208	1 BR/1 Bath	4	521	37	558	0.003109	277c
209	1 BR/1 Bath	4	545	37	582	0.003109	276c
210	2 BR/1 and ½ Bath	6	794	37	831	0.004014	275c
211	2 BR/1 and ½ Bath	6	794	37	831	0.004014	274c
212	1 BR/1 Bath	4	531	37	568	0.003109	273c
213	1 BR/1 Bath	4	552	37	589	0.003109	272c
214	2 BR/1 Bath	5	784	37	821	0.004014	263c
215	2 BR/1 Bath	5	750	37	787	0.004014	615
216	2 BR/1 Bath	5	750	37	787	0.004014	614

FLOOR 3

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
301	2 BR/1 Bath	5	750	37	787	0.004014	613
302	2 BR/1 Bath	5	750	37	787	0.004014	612
303	1 BR/1 Bath	4	552	37	589	0.003109	578c
304	2 BR/1 Bath	5	784	37	821	0.004014	611
305	2 BR/1 and ½ Bath	6	794	37	831	0.004014	610
306	1 BR/1 Bath	4	502	37	539	0.003109	577c
307	2 BR/1 and ½ Bath	6	794	37	831	0.004014	608
308	1 BR/1 Bath	4	521	37	558	0.003109	576c
309	1 BR/1 Bath	4	545	37	582	0.003109	575c
310	2 BR/1 and ½ Bath	6	794	37	831	0.004014	607
311	2 BR/1 and ½ Bath	6	794	37	831	0.004014	606
312	1 BR/1 Bath	4	531	37	568	0.003109	574c
313	1 BR/1 Bath	4	552	37	589	0.003109	573c
314	2 BR/1 Bath	5	784	37	821	0.004014	605
315	2 BR/1 Bath	5	750	37	787	0.004014	604
316	2 BR/1 Bath	5	750	37	787	0.004014	603

FLOOR 4

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
401	2 BR/1 Bath	5	750	37	787	0.004014	602
402	2 BR/1 Bath	5	750	37	787	0.004014	601
403	1 BR/1 Bath	4	552	37	589	0.003109	572c
404	2 BR/1 Bath	5	784	37	821	0.004014	571
405	2 BR/1 and ½ Bath	6	794	37	831	0.004014	570
406	1 BR/1 Bath	4	502	37	539	0.003109	563c
407	2 BR/1 and ½ Bath	6	794	37	831	0.004014	569
408	1 BR/1 Bath	4	521	37	558	0.003109	554c
409	1 BR/1 Bath	4	545	37	582	0.003109	537c
410	2 BR/1 and ½ Bath	6	794	37	831	0.004014	568
411	2 BR/1 and ½ Bath	6	794	37	831	0.004014	567
412	1 BR/1 Bath	4	531	37	568	0.003109	536c
413	1 BR/1 Bath	4	552	37	589	0.003109	535c
414	2 BR/1 Bath	5	784	37	821	0.004014	566
415	2 BR/1 Bath	5	750	37	787	0.004014	565
416	2 BR/1 Bath	5	750	37	787	0.004014	564

FLOOR 5

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
501	2 BR/1 Bath	5	750	37	787	0.004014	562
502	2 BR/1 Bath	5	750	37	787	0.004014	561
503	1 BR/1 Bath	4	552	37	589	0.003109	534c
504	2 BR/1 Bath	5	784	37	821	0.004014	560
505	2 BR/1 and ½ Bath	6	794	37	831	0.004014	559
506	1 BR/1 Bath	4	502	37	539	0.003109	533c
507	2 BR/1 and ½ Bath	6	794	37	831	0.004014	558
508	1 BR/1 Bath	4	521	37	558	0.003109	532c
509	1 BR/1 Bath	4	545	37	582	0.003109	531c
510	2 BR/1 and ½ Bath	6	794	37	831	0.004014	557
511	2 BR/1 and ½ Bath	6	794	37	831	0.004014	556
512	1 BR/1 Bath	4	531	37	568	0.003109	530c
513	1 BR/1 Bath	4	552	37	589	0.003109	529c
514	2 BR/1 Bath	5	784	37	821	0.004014	555
515	2 BR/1 Bath	5	750	37	787	0.004014	553
516	2 BR/1 Bath	5	750	37	787	0.004014	552

FLOOR 6

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
601	2 BR/1 Bath	5	750	37	787	0.004014	551
602	2 BR/1 Bath	5	750	37	787	0.004014	550
603	1 BR/1 Bath	4	552	37	589	0.003109	528c
604	2 BR/1 Bath	5	784	37	821	0.004014	549
605	2 BR/1 and ½ Bath	6	794	37	831	0.004014	548
606	1 BR/1 Bath	4	502	37	539	0.003109	527c
607	2 BR/1 and ½ Bath	6	794	37	831	0.004014	547
608	1 BR/1 Bath	4	521	37	558	0.003109	526c
609	1 BR/1 Bath	4	545	37	582	0.003109	525c
610	2 BR/1 and ½ Bath	6	794	37	831	0.004014	546
611	2 BR/1 and ½ Bath	6	794	37	831	0.004014	545
612	1 BR/1 Bath	4	531	37	568	0.003109	524c
613	1 BR/1 Bath	4	552	37	589	0.003109	523c
614	2 BR/1 Bath	5	784	37	821	0.004014	544
615	2 BR/1 Bath	5	750	37	787	0.004014	543
616	2 BR/1 Bath	5	750	37	787	0.004014	542

FLOOR 7

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
701	2 BR/1 Bath	5	750	37	787	0.004014	541
702	2 BR/1 Bath	5	750	37	787	0.004014	540
703	1 BR/1 Bath	4	552	37	589	0.003109	522c
704	2 BR/1 Bath	5	784	37	821	0.004014	539
705	2 BR/1 and ½ Bath	6	794	37	831	0.004014	538
706	1 BR/1 Bath	4	502	37	539	0.003109	521c
707	2 BR/1 and ½ Bath	6	794	37	831	0.004014	517
708	1 BR/1 Bath	4	521	37	558	0.003109	520c
709	1 BR/1 Bath	4	545	37	582	0.003109	519c
710	2 BR/1 and ½ Bath	6	794	37	831	0.004014	516
711	2 BR/1 and ½ Bath	6	794	37	831	0.004014	515
712	1 BR/1 Bath	4	531	37	568	0.003109	518c
713	1 BR/1 Bath	4	552	37	589	0.003109	509c
714	2 BR/1 Bath	5	784	37	821	0.004014	514
715	2 BR/1 Bath	5	750	37	787	0.004014	513
716	2 BR/1 Bath	5	750	37	787	0.004014	512

FLOOR 8

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
801	2 BR/1 Bath	5	750	37	787	0.004014	511
802	2 BR/1 Bath	5	750	37	787	0.004014	510
803	1 BR/1 Bath	4	552	37	589	0.003109	478c
804	2 BR/1 Bath	5	784	37	821	0.004014	508
805	2 BR/1 and ½ Bath	6	794	37	831	0.004014	507
806	1 BR/1 Bath	4	502	37	539	0.003109	477c
807	2 BR/1 and ½ Bath	6	794	37	831	0.004014	506
808	1 BR/1 Bath	4	521	37	558	0.003109	476c
809	1 BR/1 Bath	4	545	37	582	0.003109	475c
810	2 BR/1 and ½ Bath	6	794	37	831	0.004014	505
811	2 BR/1 and ½ Bath	6	794	37	831	0.004014	504
812	1 BR/1 Bath	4	531	37	568	0.003109	474c
813	1 BR/1 Bath	4	552	37	589	0.003109	473c
814	2 BR/1 Bath	5	784	37	821	0.004014	503
815	2 BR/1 Bath	5	750	37	787	0.004014	502
816	2 BR/1 Bath	5	750	37	787	0.004014	501

FLOOR 9

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
901	2 BR/1 Bath	5	750	37	787	0.004014	471
902	2 BR/1 Bath	5	750	37	787	0.004014	470
903	1 BR/1 Bath	4	552	37	589	0.003109	472c
904	2 BR/1 Bath	5	784	37	821	0.004014	469
905	2 BR/1 and ½ Bath	6	794	37	831	0.004014	468
906	1 BR/1 Bath	4	502	37	539	0.003109	463c
907	2 BR/1 and ½ Bath	6	794	37	831	0.004014	467
908	1 BR/1 Bath	4	521	37	558	0.003109	454c
909	1 BR/1 Bath	4	545	37	582	0.003109	437c
910	2 BR/1 and ½ Bath	6	794	37	831	0.004014	466
911	2 BR/1 and ½ Bath	6	794	37	831	0.004014	465
912	1 BR/1 Bath	4	531	37	568	0.003109	436c
913	1 BR/1 Bath	4	552	37	589	0.003109	435c
914	2 BR/1 Bath	5	784	37	821	0.004014	464
915	2 BR/1 Bath	5	750	37	787	0.004014	462
916	2 BR/1 Bath	5	750	37	787	0.004014	461

FLOOR 10

Unit. No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
1001	2 BR/1 Bath	5	750	37	787	0.004014	460
1002	2 BR/1 Bath	5	750	37	787	0.004014	459
1003	1 BR/1 Bath	4	552	37	589	0.003109	434c
1004	2 BR/1 Bath	5	784	37	821	0.004014	458
1005	2 BR/1 and ½ Bath	6	794	37	831	0.004014	457
1006	1 BR/1 Bath	4	502	37	539	0.003109	433c
1007	2 BR/1 and ½ Bath	6	794	37	831	0.004014	456
1008	1 BR/1 Bath	4	521	37	558	0.003109	432c
1009	1 BR/1 Bath	4	545	37	582	0.003109	431c
1010	2 BR/1 and ½ Bath	6	794	37	831	0.004014	455
1011	2 BR/1 and ½ Bath	6	794	37	831	0.004014	453
1012	1 BR/1 Bath	4	531	37	568	0.003109	430c
1013	1 BR/1 Bath	4	552	37	589	0.003109	429c
1014	2 BR/1 Bath	5	784	37	821	0.004014	452
1015	2 BR/1 Bath	5	750	37	787	0.004014	451
1016	2 BR/1 Bath	5	750	37	787	0.004014	450

FLOOR 11

Unit No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
1101	2 BR/1 Bath	5	750	37	787	0.004014	449
1102	2 BR/1 Bath	5	750	37	787	0.004014	448
1103	1 BR/1 Bath	4	552	37	589	0.003109	428c
1104	2 BR/1 Bath	5	784	37	821	0.004014	447
1105	2 BR/1 and ½ Bath	6	794	37	831	0.004014	446
1106	1 BR/1 Bath	4	502	37	539	0.003109	427c
1107	2 BR/1 and ½ Bath	6	794	37	831	0.004014	445
1108	1 BR/1 Bath	4	521	37	558	0.003109	426c
1109	1 BR/1 Bath	4	545	37	582	0.003109	425c
1110	2 BR/1 and ½ Bath	6	794	37	831	0.004014	444
1111	2 BR/1 and ½ Bath	6	794	37	831	0.004014	443
1112	1 BR/1 Bath	4	531	37	568	0.003109	424c
1113	1 BR/1 Bath	4	552	37	589	0.003109	423c
1114	2 BR/1 Bath	5	784	37	821	0.004014	442
1115	2 BR/1 Bath	5	750	37	787	0.004014	441
1116	2 BR/1 Bath	5	750	37	787	0.004014	440

FLOOR 12

Unit No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
1201	2 BR/1 Bath	5	750	37	787	0.004014	439
1202	2 BR/1 Bath	5	750	37	787	0.004014	438
1203	1 BR/1 Bath	4	552	37	589	0.003109	422c
1204	2 BR/1 Bath	5	784	37	821	0.004014	417
1205	2 BR/1 and ½ Bath	6	794	37	831	0.004014	416
1206	1 BR/1 Bath	4	502	37	539	0.003109	421c
1207	2 BR/1 and ½ Bath	6	794	37	831	0.004014	415
1208	1 BR/1 Bath	4	521	37	558	0.003109	420c
1209	1 BR/1 Bath	4	545	37	582	0.003109	419c
1210	2 BR/1 and ½ Bath	6	794	37	831	0.004014	414
1211	2 BR/1 and ½ Bath	6	794	37	831	0.004014	413
1212	1 BR/1 Bath	4	531	37	568	0.003109	418c
1213	1 BR/1 Bath	4	552	37	589	0.003109	409c
1214	2 BR/1 Bath	5	784	37	821	0.004014	412
1215	2 BR/1 Bath	5	750	37	787	0.004014	411
1216	2 BR/1 Bath	5	750	37	787	0.004014	410

FLOOR 14

Unit No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
1401	2 BR/1 Bath	5	750	37	787	0.004014	408
1402	2 BR/1 Bath	5	750	37	787	0.004014	407
1403	1 BR/1 Bath	4	552	37	589	0.003109	378c
1404	2 BR/1 Bath	5	784	37	821	0.004014	406
1405	2 BR/1 and ½ Bath	6	794	37	831	0.004014	405
1406	1 BR/1 Bath	4	502	37	539	0.003109	377c
1407	2 BR/1 and ½ Bath	6	794	37	831	0.004014	404
1408	1 BR/1 Bath	4	521	37	558	0.003109	376c
1409	1 BR/1 Bath	4	545	37	582	0.003109	375c
1410	2 BR/1 and ½ Bath	6	794	37	831	0.004014	403
1411	2 BR/1 and ½ Bath	6	794	37	831	0.004014	402
1412	1 BR/1 Bath	4	531	37	568	0.003109	374c
1413	1 BR/1 Bath	4	552	37	589	0.003109	373c
1414	2 BR/1 Bath	5	784	37	821	0.004014	401
1415	2 BR/1 Bath	5	750	37	787	0.004014	371
1416	2 BR/1 Bath	5	750	37	787	0.004014	370

FLOOR 15

Unit No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
1501	2 BR/1 Bath	5	750	37	787	0.004014	369
1502	2 BR/1 Bath	5	750	37	787	0.004014	368
1503	1 BR/1 Bath	4	552	37	589	0.003109	372c
1504	2 BR/1 Bath	5	784	37	821	0.004014	367
1505	2 BR/1 and ½ Bath	6	794	37	831	0.004014	366
1506	1 BR/1 Bath	4	502	37	539	0.003109	609c
1507	2 BR/1 and ½ Bath	6	794	37	831	0.004014	365
1508	1 BR/1 Bath	4	521	37	558	0.003109	354c
1509	1 BR/1 Bath	4	545	37	582	0.003109	337c
1510	2 BR/1 and ½ Bath	6	794	37	831	0.004014	364
1511	2 BR/1 and ½ Bath	6	794	37	831	0.004014	363c
1512	1 BR/1 Bath	4	531	37	568	0.003109	336c
1513	1 BR/1 Bath	4	552	37	589	0.003109	335c
1514	2 BR/1 Bath	5	784	37	821	0.004014	362
1515	2 BR/1 Bath	5	750	37	787	0.004014	361
1516	2 BR/1 Bath	5	750	37	787	0.004014	360

FLOOR 16

Unit No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
1601	2 BR/1 Bath	5	750	37	787	0.004014	359
1602	2 BR/1 Bath	5	750	37	787	0.004014	358
1603	1 BR/1 Bath	4	552	37	589	0.003109	334c
1604	2 BR/1 Bath	5	784	37	821	0.004014	357
1605	2 BR/1 and ½ Bath	6	794	37	831	0.004014	356
1606	1 BR/1 Bath	4	502	37	539	0.003109	333c
1607	2 BR/1 and ½ Bath	6	794	37	831	0.004014	355
1608	1 BR/1 Bath	4	521	37	558	0.003109	332c
1609	1 BR/1 Bath	4	545	37	582	0.003109	331c
1610	2 BR/1 and ½ Bath	6	794	37	831	0.004014	353
1611	2 BR/1 and ½ Bath	6	794	37	831	0.004014	352
1612	1 BR/1 Bath	4	531	37	568	0.003109	330c
1613	1 BR/1 Bath	4	552	37	589	0.003109	329c
1614	2 BR/1 Bath	5	784	37	821	0.004014	351
1615	2 BR/1 Bath	5	750	37	787	0.004014	350
1616	2 BR/1 Bath	5	750	37	787	0.004014	349

FLOOR 17

Unit No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
1701	2 BR/1 Bath	5	750	37	787	0.004014	348
1702	2 BR/1 Bath	5	750	37	787	0.004014	347
1703	1 BR/1 Bath	4	552	37	589	0.003109	328c
1704	2 BR/1 Bath	5	784	37	821	0.004014	346
1705	2 BR/1 and ½ Bath	6	794	37	831	0.004014	345
1706	1 BR/1 Bath	4	502	37	539	0.003109	327c
1707	2 BR/1 and ½ Bath	6	794	37	831	0.004014	344
1708	1 BR/1 Bath	4	521	37	558	0.003109	326c
1709	1 BR/1 Bath	4	545	37	582	0.003109	325c
1710	2 BR/1 and ½ Bath	6	794	37	831	0.004014	343
1711	2 BR/1 and ½ Bath	6	794	37	831	0.004014	342
1712	1 BR/1 Bath	4	531	37	568	0.003109	324c
1713	1 BR/1 Bath	4	552	37	589	0.003109	323c
1714	2 BR/1 Bath	5	784	37	821	0.004014	341
1715	2 BR/1 Bath	5	750	37	787	0.004014	340
1716	2 BR/1 Bath	5	750	37	787	0.004014	339

FLOOR 18

Unit No.	Unit Type	No. of Rooms	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.	Approx. Net Total Floor Area in Sq. Ft.	Common Interest	Designated Parking Stall(s)
1801	2 BR/1 Bath	5	750	37	787	0.004014	304
1802	2 BR/1 Bath	5	750	37	787	0.004014	303
1803	1 BR/1 Bath	4	552	37	589	0.003109	302
1804	2 BR/1 Bath	5	784	37	821	0.004014	301
1805	2 BR/1 and ½ Bath	6	794	37	831	0.004014	271
1806	1 BR/1 Bath	4	502	37	539	0.003109	270
1807	2 BR/1 and ½ Bath	6	794	37	831	0.004014	269
1808	1 BR/1 Bath	4	521	37	558	0.003109	268
1809	1 BR/1 Bath	4	545	37	582	0.003109	267
1810	2 BR/1 and ½ Bath	6	794	37	831	0.004014	266
1811	2 BR/1 and ½ Bath	6	794	37	831	0.004014	265
1812	1 BR/1 Bath	4	531	37	568	0.003109	264
1813	1 BR/1 Bath	4	552	37	589	0.003109	262
1814	2 BR/1 Bath	5	784	37	821	0.004014	261
1815	2 BR/1 Bath	5	750	37	787	0.004014	260
1816	2 BR/1 Bath	5	750	37	787	0.004014	259

PARKING STRUCTURE

GROUND LEVEL

Parking Unit. No.	Unit Type	Approx. Floor Area in Sq. Ft.	Common Interest
101	Regular	148.5	0.00005
102	Regular	148.5	0.00005
103	Regular	148.5	0.00005
104	Regular	148.5	0.00005
105	Regular	148.5	0.00005
106	Regular	148.5	0.00005
107	Regular	148.5	0.00005
108	Regular	148.5	0.00005
109	Compact	120	0.00005
110	Compact	120	0.00005
111	Compact	120	0.00005
112	Compact	120	0.00005
113	Compact	120	0.00005
114	Compact	120	0.00005
115	Compact	120	0.00005
116	Compact	120	0.00005
117	Compact	120	0.00005
118	Compact	120	0.00005
119	Compact	120	0.00005
120	Compact	120	0.00005
121	Compact	120	0.00005
122	Compact	120	0.00005
123	Compact	120	0.00005
124	Compact	120	0.00005
125	Regular	148.5	0.00005
126	Regular	148.5	0.00005
127	Regular	148.5	0.00005
128	Regular	148.5	0.00005
129	Regular	148.5	0.00005
130	Regular	148.5	0.00005
131	Regular	148.5	0.00005
132	Regular	148.5	0.00005
133	Regular	148.5	0.00005
134	Regular	148.5	0.00005
135	Regular	148.5	0.00005
136	Regular	148.5	0.00005
137	Regular	148.5	0.00005
138	Regular	148.5	0.00005
139	Regular	148.5	0.00005
140	Regular	148.5	0.00005

141	Regular	148.5	0.00005
142	Regular	148.5	0.00005
143	Regular	148.5	0.00005
144	Regular	148.5	0.00005
145	Regular	148.5	0.00005
146	Regular	148.5	0.00005
147	Regular	148.5	0.00005
148	Regular	148.5	0.00005
149	Regular	148.5	0.00005
150	Regular	148.5	0.00005
151	Compact	120	0.00005
152	Regular	148.5	0.00005
153	Regular	148.5	0.00005
154	Regular	148.5	0.00005
155	Regular	148.5	0.00005
156	Regular	148.5	0.00005
157	Regular	148.5	0.00005
158	Regular	148.5	0.00005
159	Regular	148.5	0.00005
160	Compact	120	0.00005
161	Compact	120	0.00005
162	Compact	120	0.00005
163	Compact	120	0.00005
164	Compact	120	0.00005
165	Compact	120	0.00005

SECOND LEVEL

Parking Unit. No.	Unit Type	Approx. Floor Area in Sq. Ft.	Common Interest
201	Regular	148.5	0.00005
202	Regular	148.5	0.00005
203	Regular	148.5	0.00005
204	Regular	148.5	0.00005
205	Regular	148.5	0.00005
206	Regular	148.5	0.00005
207	Regular	148.5	0.00005
208	Regular	148.5	0.00005
209	Compact	120	0.00005
210	Handicap	148.5	0.00005
211	Regular	148.5	0.00005
212	Regular	148.5	0.00005
213	Regular	148.5	0.00005
214	Regular	148.5	0.00005
215	Regular	148.5	0.00005
216	Regular	148.5	0.00005
217	Regular	148.5	0.00005

218	Compact	120	0.00005
219	Compact	120	0.00005
220	Compact	120	0.00005
221	Compact	120	0.00005
222	Compact	120	0.00005
223	Compact	120	0.00005
224	Compact	120	0.00005
225	Compact	120	0.00005
226	Compact	120	0.00005
227	Compact	120	0.00005
228	Compact	120	0.00005
229	Compact	120	0.00005
230	Compact	120	0.00005
231	Compact	120	0.00005
232	Compact	120	0.00005
233	Compact	120	0.00005
234	Compact	120	0.00005
235	Compact	120	0.00005
236	Compact	120	0.00005
237	Compact	120	0.00005
238	Regular	148.5	0.00005
239	Regular	148.5	0.00005
240	Regular	148.5	0.00005
241	Regular	148.5	0.00005
242	Regular	148.5	0.00005
243	Regular	148.5	0.00005
244	Regular	148.5	0.00005
245	Regular	148.5	0.00005
246	Regular	148.5	0.00005
247	Regular	148.5	0.00005
248	Regular	148.5	0.00005
249	Regular	148.5	0.00005
250	Regular	148.5	0.00005
251	Regular	148.5	0.00005
252	Regular	148.5	0.00005
253	Regular	148.5	0.00005
254	Compact	120	0.00005
255	Regular	148.5	0.00005
256	Regular	148.5	0.00005
257	Regular	148.5	0.00005
258	Regular	148.5	0.00005

SIXTH LEVEL

Parking Unit. No.	Unit Type	Approx. Floor Area in Sq. Ft.	Common Interest
616	Regular	148.5	0.00005
617	Regular	148.5	0.00005
618	Compact	120	0.00005
619	Compact	120	0.00005
620	Compact	120	0.00005
621	Compact	120	0.00005
622	Compact	120	0.00005
623	Compact	120	0.00005
624	Compact	120	0.00005
625	Compact	120	0.00005
626	Compact	120	0.00005
627	Compact	120	0.00005
628	Compact	120	0.00005
629	Compact	120	0.00005
630	Compact	120	0.00005
631	Compact	120	0.00005
632	Compact	120	0.00005
633	Compact	120	0.00005
634	Compact	120	0.00005
635	Compact	120	0.00005
636	Compact	120	0.00005
637	Compact	120	0.00005
638	Regular	148.5	0.00005
639	Regular	148.5	0.00005
640	Regular	148.5	0.00005
641	Regular	148.5	0.00005
642	Regular	148.5	0.00005
643	Regular	148.5	0.00005
644	Regular	148.5	0.00005
645	Regular	148.5	0.00005
646	Regular	148.5	0.00005
647	Regular	148.5	0.00005
648	Regular	148.5	0.00005
649	Regular	148.5	0.00005
650	Regular	148.5	0.00005
651	Regular	148.5	0.00005
652	Regular	148.5	0.00005
653	Regular	148.5	0.00005
654	Compact	120	0.00005
655	Regular	148.5	0.00005
656	Regular	148.5	0.00005
657	Regular	148.5	0.00005
658	Regular	148.5	0.00005

659	Regular	148.5	0.00005
660	Regular	148.5	0.00005
661	Regular	148.5	0.00005
662	Handicap	148.5	0.00005
663	Compact	120	0.00005
664	Regular	148.5	0.00005
665	Regular	148.5	0.00005
666	Regular	148.5	0.00005
667	Regular	148.5	0.00005
668	Regular	148.5	0.00005
669	Regular	148.5	0.00005
670	Regular	148.5	0.00005
671	Regular	148.5	0.00005
672	Compact	120	0.00005
673	Compact	120	0.00005
674	Compact	120	0.00005
675	Compact	120	0.00005
676	Compact	120	0.00005
677	Compact	120	0.00005
678	Compact	120	0.00005

SEVENTH LEVEL

Parking Unit. No.	Unit Type	Approx. Floor Area in Sq. Ft.	Common Interest
701	Regular	148.5	0.00005
702	Regular	148.5	0.00005
703	Regular	148.5	0.00005
704	Regular	148.5	0.00005
705	Regular	148.5	0.00005
706	Regular	148.5	0.00005
707	Regular	148.5	0.00005
708	Regular	148.5	0.00005
709	Compact	120	0.00005
710	Handicap	148.5	0.00005
711	Regular	148.5	0.00005
712	Regular	148.5	0.00005
713	Regular	148.5	0.00005
714	Regular	148.5	0.00005
715	Regular	148.5	0.00005
716	Regular	148.5	0.00005
717	Regular	148.5	0.00005
718	Compact	120	0.00005
719	Compact	120	0.00005
720	Compact	120	0.00005
721	Compact	120	0.00005
722	Compact	120	0.00005

723	Compact	120	0.00005
724	Compact	120	0.00005
725	Compact	120	0.00005
726	Compact	120	0.00005
727	Compact	120	0.00005
728	Compact	120	0.00005
729	Compact	120	0.00005
730	Compact	120	0.00005
731	Compact	120	0.00005
732	Compact	120	0.00005
733	Compact	120	0.00005
734	Compact	120	0.00005
735	Compact	120	0.00005
736	Compact	120	0.00005
737	Compact	120	0.00005
738	Compact	120	0.00005
739	Compact	120	0.00005
740	Compact	120	0.00005
741	Compact	120	0.00005
742	Compact	120	0.00005
743	Regular	148.5	0.00005
744	Regular	148.5	0.00005
745	Regular	148.5	0.00005
746	Regular	148.5	0.00005
747	Regular	148.5	0.00005
748	Regular	148.5	0.00005
749	Regular	148.5	0.00005
750	Regular	148.5	0.00005
751	Regular	148.5	0.00005
752	Regular	148.5	0.00005
753	Regular	148.5	0.00005
754	Regular	148.5	0.00005
755	Regular	148.5	0.00005
756	Regular	148.5	0.00005
757	Regular	148.5	0.00005
758	Regular	148.5	0.00005
759	Compact	120	0.00005

EXHIBIT B

Developer's Reserved Rights

DEVELOPER'S RIGHTS TO AMEND THE CONDOMINIUM DOCUMENTS

1. Paragraph 21 of the Declaration, states in part:

"[A]t any time prior to the issuance of an effective date for the Developer's Public Report by the Real Estate Commission of the State of Hawaii, Declarant may amend this Declaration and the Bylaws in any manner; and provided, further, that no amendment of the Declaration, the Bylaws, the House Rules or Condominium Map shall, without Declarant's prior written consent, limit, affect or impair the reserved rights of Declarant under this Declaration; provided further, however, that the written consent of eligible holders of first mortgages (as defined below) on units to which at least fifty-one percent (51%) of the common interests appurtenant to units subject to mortgages held by such eligible holders shall be required to materially amend any provision herein, or to add any material provisions hereto, which establish, provide for, govern or regulate any of the following in a manner materially different than provided herein: (a) voting; (b) assessments, assessment liens or subordination of such liens; (c) reserves for maintenance, repair and replacement of the common elements; (d) insurance or fidelity bonds; (e) reallocation of interests in or the right to use of the common elements and limited common elements; (f) responsibility for maintenance and repair of the several portions of the Condominium; (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium not otherwise provided for herein; (h) boundaries of any unit; (i) the interests in the common elements or limited common elements; (j) convertibility of units into common elements or of common elements into units; (k) leasing of units; (1) imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey such unit owner's unit not otherwise provided for herein; (m) a decision to end professional management and adopt self-management; (n) restoration or repair of the Condominium in a manner other than that specified herein; and (o) any provisions that expressly benefit mortgage holders, insurers or guarantors. An "eligible holder of first mortgage" is defined in this paragraph 21 as a first mortgagee which has made a written request to the Association for timely written notice of proposed amendments to the condominium documents. Notwithstanding the foregoing and notwithstanding the sale and conveyance of any of the units, this Declaration (including the Bylaws and, when applicable, the Condominium Map) may be amended by Declarant (a) by filing the verified statement of a licensed architect, engineer or surveyor (with plans, if applicable) required by Section 514B-34 of the Act, certifying that the condominium property regime map previously recorded, as amended by the revised pages recorded with the amendment, if any, or being recorded simultaneously with such statement, fully and accurately depict the layout, location, boundaries, dimensions and numbers of the units substantially as built; or (b) to effect any change or amendment required by an administrative agency of any county, state or federal government or by any territory, possession, or foreign country or other foreign jurisdiction or a mortgagee of the fee or leasehold interests in the Land as a condition to governmental approvals, marketing the Condominium or making a loan to finance the construction and/or the sales of the Condominium. Notwithstanding the foregoing, any amendment of this Declaration (including the Bylaws and, when applicable, the

Condominium Map) shall require the prior written consent of Declarant during the ten (10) year period from and after the date this Declaration is recorded."

2. Paragraph E.16.a of the Sales Contract provides:

"(1) At any time prior to the conveyance of all of the units in the Project to persons other than Seller or any mortgagee of Seller, Seller reserves the right to modify the Condominium Documents as may be required by law, the Real Estate Commission, a title insurance company, an institutional mortgagee or any governmental agency and Buyer authorizes Seller to make and specifically approves all changes to said documents and the Condominium.

"(2) Seller reserves the right to amend or change the common interest appurtenant to, the limited common interest assigned to, the configuration of, the number of rooms of, the size of or the location of any unit in the Project for which a unit deed has not been recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Recording Office").

"(3) Seller reserves the right to require alterations of the Condominium (and to modify any of such Condominium Documents accordingly) to change the configuration of, to alter the number of rooms of, to decrease or increase the size of, or to change the location of any other unit and/or parking area, and to make other minor changes in Buyer's Unit, any of the other units, or the common elements.

"(4) Buyer acknowledges that the Condominium architect in his sole discretion may: (i) make any changes he deems appropriate in the common elements of the Condominium (including without limitation the lobbies, the landscaping, the parking areas, whether such changes relate to financial or aesthetic considerations) and (ii) may increase or decrease the thickness of any foundation, wall, column or floor slab within or outside the Unit resulting in the room dimensions becoming smaller or larger than those shown on the Condominium Map, or resulting in a building height or elevation different from those shown on the Condominium Map or stated in the Declaration. The Condominium architect may make changes necessary to correct any design errors or other shortcomings; and the Condominium architect may vary the type of window glass and install different types of glass throughout the Condominium to achieve the best combination of energy savings and aesthetics. Buyer hereby authorizes and specifically approves any such changes.

"(5) Seller reserves the right to deviate from the plans and specifications for the Condominium and to substitute materials of equal utility and service, without Buyer's consent or approval, subject, however, to the above provisions. Seller may increase or decrease the number of parking stalls.

"(6) Buyer hereby irrevocably appoints Seller as Buyer's attorney-in-fact, coupled with an interest, to execute any documents reasonably necessary or convenient to implement the foregoing provisions and any requirements which may be imposed by any governmental agency in connection with the Condominium.

"(7) Notwithstanding subparagraphs E.16.a(1), (2), (3) or (4) above, any such modification shall be subject to Buyer's right to rescind pursuant to paragraph E.17 herein and to Section 514B-87 of the Act."

Exhibit B to the Developer's Public Report is hereby amended to add the following as paragraph 3 under the heading "**DEVELOPER'S RIGHTS TO AMEND THE CONDOMINIUM DOCUMENTS**":

3. Paragraph 1 of the First Amendment to Declaration dated October 3, 2007, reads as follows and amends Section 9 of the Declaration:

"1. Additional Reserved Right of Declarant. Section 9 of the Declaration, entitled "Alteration and Transfer of Interest", is hereby amended to add the following as subsection d:

> "d. Any provision of Section 21 or other provisions of this Declaration to the contrary notwithstanding, so long as Declarant is the owner of all units in the Condominium, Declarant reserves the right, in Declarant's sole and absolute discretion, and without the joinder or consent of any other person holding any right or interest in the Condominium, to amend this Declaration and the Bylaws, including amend and restate this Declaration and/or the Bylaws in their entirety: (i) to change any or all of the parking units to limited common elements appurtenant to the residential units and ratably allocate the common interest appurtenant to such parking units to the residential units, whereupon all references in the Declaration to parking units shall become references to such limited common element parking stalls; and (ii) if and to the extent agreed upon with the Master Association (as defined in Section 31 of the Declaration), to exclude the Condominium from membership in the Master Association and use of the pool, recreation facilities and other Community Facilities as defined in the Master Declaration."

ADDITIONAL RESERVED RIGHTS OF DEVELOPER

1. Paragraph 8 of the Declaration states in part as follows:

"f Declarant shall have the right to conduct extensive sales activities on the Condominium, including, without limitation, the use of model units, sales and management offices, and extensive sales displays and activities until the earlier of seven (7) years from the date of recordation of this Declaration or the closing of the sale of the last unsold unit in the Condominium.

"g Declarant, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon the Condominium as may be reasonably necessary for the completion of improvements to and correction of defects in the Condominium for a period of ten (10) years from the date of recordation of this Declaration.

"h For a period of ten (10) years from the date of recordation of this Declaration, Declarant, its agents, employees, contractors, licensees, successors and assigns shall have an

easement over, under and upon the Condominium or any portion thereof, to create and cause noise, dust and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of any unit or other improvements in the Condominium, and each unit owner, lessee, mortgagee, lien holder or other person with an interest in the Condominium waives any right, claim or action which such person may have or acquire against Declarant, its agents, employees, contractors, licensees, successors and assigns as a result of such activity or activities.

"i. For a period of ten (10) years from the date of recordation of this Declaration, Declarant shall have, incidental to the development and construction of the Condominium, the right to designate and grant easements, exclusive or nonexclusive, for electrical, gas, telephone, cable television, communications and other utility purposes, and easements for sanitary sewer, drainage and drainline, waterline, and flowage purposes over, under, across, along, upon and through the Condominium, and together also with the rights of reasonable access thereto in connection with the exercise of said easement rights; provided however, that such easement rights must be exercised in such manner as to not reasonably interfere with the use of the Condominium by the unit owners and those claiming by, through or under the unit owners, in connection with the installation, maintenance or repair of any facilities pursuant to any of said easements of the Condominium shall be promptly restored by and at the expense of the person owning and exercising such easement rights to substantially the same condition as was the Condominium immediately prior to the exercise thereof. Each and every party acquiring an interest in the Condominium, by such acquisition, consents to such granting and/or realignment of easements and/or rights of way as provided in this paragraph and to the recordation of any and all documents necessary to effect the same, including any amendment or amendments of this Declaration; agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Declarant, its successors and assigns as such party's attorney-in-fact with full power of substitution to execute such documents and instruments and to do such things on such party's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties."

2. Paragraph 10 of the Declaration provides in part as follows:

"k. Any provision of this Declaration to the contrary notwithstanding, Declarant may lease the right to use any parking stalls that are appurtenant to its residential units or any parking unit owned by Declarant to occupants of the Condominium or to others on a monthly basis, and shall not be subject to any Parking Pool arrangement or to payment of any Garage Administration Fee unless Declarant in its sole and absolute discretion, elects to submit such parking stall or parking unit to rental through a parking rental program instituted by the Managing Agent. Declarant must notify the Managing Agent of the identity of the lessee together with such lessee's vehicle description, and length of anticipated use and such other information as the Managing Agent or the Association shall reasonably request.

"l. As to any parking units owned by Declarant, Declarant shall have the right from time to time to elect to submit or withdraw such parking units to or from management by the Managing Agent, by giving at least thirty (30) days prior written notice to the Managing Agent

of such election and the effective date of such submittal or withdrawal. For each month that the Managing Agent collects rental income from the rental of parking stalls in the Condominium, the Managing Agent shall pay to Declarant a sum (the "**Rental Income to Declarant**") equal to the lesser of: (i) the total rental income from the rental of any parking stalls in the Condominium for that month, less the Garage Administration Fee payable by Declarant equal to six percent (6%) of the rental income from such rental of the parking units; or (ii) the prevailing monthly rental rate per parking stall multiplied by the number of Declarant's parking units submitted to rental through a parking rental program instituted by the Managing Agent, less the Garage Administration Fee payable by Declarant equal to six percent (6%) of the rental income from such rental of the parking units. **In each month that Declarant's parking units are submitted to the Managing Agent's parking rental program, the Declarant shall be entitled to receive the Rental Income to Declarant before any parking rental income is payable to any other owner in the parking rental program.**"

3. Paragraph 23 of the Declaration, provides:

"Declarant's Right to Retain or Acquire Unit Ownership. Declarant reserves the right to retain or acquire the ownership of any number of units in the Condominium. Declarant shall be entitled to make such use of the units retained or acquired as Declarant, in its sole discretion, sees fit; provided that Declarant shall comply with all rules and regulations established for the governance of the Condominium."

4. Paragraph 24 of the Declaration, provides:

"Declarant's Repurchase Option. Declarant shall have the right to repurchase a unit from a unit owner for a period of ten (10) years from the date this Declaration is recorded upon the following terms and conditions, if and only if a unit owner shall have made a complaint to Declarant about the physical condition and/or design of such unit owner's unit or the Condominium or any matter in connection with the unit or the Condominium and Declarant after a good faith and diligent effort shall be unable to rectify the complaint to such unit owner's satisfaction within a reasonable period of time, as determined by Declarant in the exercise of its sole discretion. The exercise of said option shall be as follows:

"a. Option Notice. Declarant shall give such unit owner written notice of Declarant's exercise of its option to repurchase such unit owner's unit.

"b. Option Closing. The closing of the purchase shall be no earlier than six (6) months nor later than nine (9) months from the date of delivery of Declarant's written notice of its exercise of the option. The closing costs shall be apportioned between such unit owner and Declarant in accordance with customary practice in the State of Hawaii.

"c. Option Purchase Price. The purchase price for the unit shall be a price equal to the aggregate of (i) the price (the "**Price**") at which the unit owner purchased the unit which is proposed to be transferred, (ii) the cost of any improvements added by the unit owner to the unit proposed to be transferred, and (iii) five percent (5%) per annum simple interest on the portion of the Price paid in cash from time to time by the unit owner for the unit proposed to be

transferred from the date so paid until the date such unit is sold to Declarant. The purchase price shall be paid in cash at the closing.

"d. Purchase of Appliances. All appliances originally sold with the unit (or their replacements) shall remain in the unit at the date of closing and shall be a part of the property purchased by Declarant as evidenced by the standard conditions of the form of residential purchase contract used by the Honolulu Board of Realtors or similar group at the time of exercise of the option.

"e. Option Binding on Successors and Assigns. This right to repurchase given by each unit owner shall be binding upon each and every unit owner, such unit owner's heirs, personal representatives, successors and assigns (including, without limitation, any subsequent owners of the unit), and shall be an encumbrance upon the unit.

"f. Assignment of Option. Declarant's right to repurchase may be assigned by Declarant without the prior written consent of any unit owner or any other person; provided, however, that upon the exercise of the right of repurchase granted hereunder, the person exercising such right shall provide to the unit owner and unit owner's mortgagee a copy of the assignment instrument by which such person acquired the right to repurchase hereunder.

"g. Mortgagee Protection. Declarant's right to repurchase a unit granted by this paragraph 24 shall be subordinate to the interest of any mortgagee of record. Declarant shall not exercise its right to purchase a unit under any option granted under this paragraph 24 if prior to or within sixty (60) days of giving notice to a unit owner and such owner's mortgage lender of Declarant's intent to exercise such option, the mortgage lender has commenced a foreclosure action against the unit. Notwithstanding the formula for calculation of the purchase price set forth in subparagraph 24.c above, the purchase price shall, at a minimum, be sufficient to satisfy the affected unit owner's purchase money mortgage or mortgages. The restrictions prescribed in this paragraph 24 shall be automatically extinguished upon any transfers of title to a mortgage holder or other party pursuant to a mortgage foreclosure, foreclosure under power of sale, or a conveyance in lieu of foreclosure after a foreclosure action is commenced, or when a mortgage is assigned to a federal housing agency. Any provision herein to the contrary notwithstanding, a mortgagee under a mortgage covering any interest in the unit prior to commencing mortgage foreclosure proceedings, may notify Declarant in writing of (i) any default of the mortgage under the mortgage within ninety (90) days after the occurrence of the default and (ii) any intention of the mortgagee to foreclose the mortgage; provided that the mortgagee's failure to provide such written notice to Declarant shall not affect such holder's rights under the mortgage."

5. Paragraph E.18 of the Sales Contract states in part as follows:

"a. Seller, its agents and Seller's mortgage lender have reserved the right and easement to conduct extensive activities on or from the Condominium, including the common elements, in connection with the sale or leasing of the Units in the Condominium, including the use of model units, sales, leasing and management offices, parking stalls and extensive sales and leasing displays and other activities. These rights and easements may exist until all of the units in the Condominium are sold or leased.

"b. Seller has reserved the right to grant rights-of-way and other easements over, under, across, or through the common elements for any reasonable purpose; provided, however, that such right is subject to, and may not be exercised in any manner which is inconsistent with, in derogation of or which would limit, abrogate or interfere with, the exclusive use of any limited common elements or any rights or easements reserved in favor of any owner.

"c. Seller has reserved an easement over and upon any portion of the Condominium, including the common elements and any Unit, as may be reasonably necessary for the completion of any improvements to and correction of defects and other punch-list items in the common elements or any unit in the Condominium.

"d. In the event Buyer disputes the terms of this Agreement or refuses to perform any of Buyer's obligations hereunder prior to Final Closing, Seller shall have the right, but not the obligation, to cancel this Agreement in which event Seller shall refund, without interest, Buyer's deposit and any other funds advanced by Buyer under this Agreement. This right is without limitation to Seller's right to declare a default on the part of Buyer pursuant to the paragraph E.22 hereof.

"e. Seller shall have the right to repurchase the Unit from Buyer upon the terms and conditions as set forth in the Declaration. This right shall include the right to exercise this option to repurchase if and only if Buyer shall have made a complaint to Seller about the physical condition of Buyer's unit or the Condominium or any matter in connection with the unit or the Condominium and Seller shall be unable to rectify the complaint to Buyer's satisfaction within a reasonable period of time, as determined by Seller in the exercise of its sole and absolute discretion."

6. Buyers shall acknowledge the following conditions in paragraph E.16 of the Sales Contract:

"b. **The Declaration and the Condominium Map as the Only Description of the Unit and Condominium.** Buyer acknowledges that this sale of the Unit may be a "pre-sale", i.e., a sale of a condominium unit in a Condominium which is yet to be built and which has not been completed. Buyer expressly agrees that the description of the Unit, as contained in the Declaration and the Public Report(s), is intended to be the sufficient and the definitive description, as against any other map, artist's rendering or other descriptive document. The Unit, therefore, is being purchased with reliance solely on the description contained herein, in the Declaration and Public Report and on the Condominium Map (without regard to any other portions of the plans and specification of the Condominium), as hereinafter set forth. Buyer acknowledges that the version of the Condominium Map on file at the Real Estate Commission at the time of the issuance of a Public Report may be a preliminary version and that the final version of the Condominium Map will be filed with the Real Estate Commission and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii after issuance of the Public Report. Buyer agrees to accept modifications in the specifications and design both before and after the Effective Date as long as the overall value of the Property is maintained. Buyer is aware that in the course of construction, changes will be made to plans and specifications, and acknowledges Seller's rights to make such changes both before and after the

Effective Date, in Seller's discretion, subject only to any right to cancellation and refund as may be provided in paragraph E.17 of this Agreement and by Section 514B-87."

"c. **Conditions Acknowledged by Buyer.** Buyer specifically acknowledges and accepts the following conditions, as well as any inconvenience or annoyance which Buyer may experience as a result of such conditions, and expressly waives any rights, claims or action which Buyer might otherwise have against Seller or third parties as a result of such circumstances:

(1) Other units in the Condominium (including units similar or comparable to Buyer's Unit) may be sold by Seller to other buyers upon terms and conditions different from or more favorable than the terms and conditions offered to Buyer. Buyer agrees to release Seller from any claim arising therefrom and waives any right to require any change in any of the terms and conditions of this Agreement on account thereof.

(2) The Condominium is to be provided with a professionally designed security system which is intended to discourage access to the Condominium by unauthorized persons without undue inconvenience to authorized residents and guests. Despite the foregoing, Buyer understands that neither the Association nor Seller shall in any way be considered insurers or guarantors of safety or security within the Condominium, and neither the Association nor Seller shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(3) It is possible that construction of the units in the Condominium may be completed before completion of portions of the common elements. Notwithstanding that construction of certain common elements may not be completed, Buyer understands and agrees that Buyer may be required to close on Buyer's purchase of the Unit if the other conditions of purchase are met."

7. Manager's Unit. Declarant will own Unit 104 or 114 on the ground floor and lease the Unit to the Association for use as the resident manager's apartment pursuant to a standard rental agreement for five (5) years at a rent of $900.00 per month, which rental will be a common expense of the Association. Thereafter, the lease will be a month to month rental.

EXHIBIT C

Boundaries of Units

The boundaries of the residential units are as follows:

(A) General Common Element	(B) Limited Common Element, appurtenant only to the Unit	(C) Included in the Unit
(i) the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, supports, roofs, and ceilings located within or at the perimeter of or surrounding each unit	(i) lanais shown on the Condominium Map and the railings or other boundaries of such lanais, perimeter doors, door frames, windows and window frames and all hardware associated with them designed to serve a single unit, that are located outside the unit's boundaries	(i) all of the walls and partitions which are not load-bearing and which are within the unit's perimeter or party walls.
(ii) any chute, flue, duct, wire, conduit, pipe, vent, shaft, or other utility or service line, enclosed space or fixture (a "**Conduit**") for wiring, pipes, air exhaust or air conditioning, running through or otherwise within a unit which is utilized for or serves more than one unit or any portion of the common element, even though it lies partially within and partially outside the boundaries of the unit	(ii) any portion of a Conduit that serves only one unit even though it lies partially within and partially outside the boundaries of that unit	(ii) all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the inner decorated or finished surfaces of the elements in column (A)(i), (B)(i) and (C)(i)
	(iii) any shutters, awnings, window boxes, doorsteps, stoops, or other fixtures designed to serve a single unit, that are located outside the unit's boundaries	(iii) all of the fixtures and appliances (if any) originally installed in the unit that serves only that unit and lies completely within the boundaries of that unit.

Each parking unit consists of the spaces within the boundary lines, floors and ceilings of the respective parking unit as shown on the Condominium Map

EXHIBIT D

PERMITTED ALTERATIONS OF THE UNITS

1. Paragraph 19 of the Declaration states as follows:

"a. General. Except as otherwise provided in this Declaration or the Act or as otherwise required by law, neither the Association nor any unit owner shall perform any of the following acts except pursuant to plans and specifications therefor approved in writing by the Board of Directors or Declarant:

"(1) repairing, replacing or rebuilding any unit or any of the common and limited common elements in a manner different in any material respect from the Condominium Map;

"(2) engaging in any alterations which will affect the structural integrity of any unit or the common and limited common elements;

"(3) constructing on the common and limited common elements any new building or structure; or

"(4) enclosing any lanai, balcony, patio or parking stall.

"Upon the completion of any such work, there shall be filed with the Board a final "as built" set of the plans and specifications for such work, and if any such work should constitute a material alteration to the Condominium as shown on the Condominium Map (as determined by the Board), the Association or unit owner, as the case may be, shall file an amendment to this Declaration describing such alteration and amending the Condominium Map to show such alteration, together with a certificate signed by a registered architect and engineer, certifying that the plans showing such alterations accurately reflect such alterations, as built. Such amendment shall be signed by the Association or the unit owner, as the case may be, and approved by the Board of Directors or Declarant, and no consent or joinder of any other unit owner or person shall be required. Except as otherwise provided in this Declaration, the Bylaws and the House Rules, each unit owner shall be free, with the consent of all mortgagees of record of any interest in such unit owner's unit, to make such alterations and improvements within such unit owner's unit or within or on the limited common elements appurtenant thereto, without the consent or joinder of the Board of Directors, the Association, any unit owner, Declarant or any other person."

"b. Certain Work Prohibited. Notwithstanding anything to the contrary in this Declaration, no unit owner (a) shall do any work which could jeopardize the soundness or safety of the Condominium, reduce the value thereof, impair any easement, as reasonably determined by the Board, (b) shall add any material structure or excavate any basement or cellar, (c) shall enclose any lanai, balcony or patio, or (d) shall rebuild, repair or restore the Condominium in the event of substantial or total destruction of the Condominium, without in every such case obtaining the prior consent of sixty-seven percent (67%) of the unit owners, together with the prior written consent of all mortgagees of record and unit owners whose units or limited common elements appurtenant thereto are directly affected; provided that nonmaterial additions or

alterations to the common elements or units, including, without limitation, additions to or alterations of a unit made within the unit or within a limited common element appurtenant to and for the exclusive use of the unit, shall require approval only by the Board of Directors and such percentage, number or group of unit owners or other parties as may be required by this Declaration or the Bylaws. As used in this subparagraph, "nonmaterial additions and alterations", means an addition to or alteration of the common elements or a unit that does not jeopardize the soundness or safety of the Condominium, reduce the value thereof, impair any easement, detract from the appearance of the Condominium, interfere with or deprive any nonconsenting owner of the use or enjoyment of any part of Condominium, or directly affect any nonconsenting unit owner. Notwithstanding anything in this Declaration to the contrary, no alterations or changes of any nature under any circumstances shall be made to the structural elements of the Residential Tower or Parking Structure, including, without limitation, roofs, floors, supporting walls, foundations, columns, girders, floor slabs, supports, perimeter, party or load bearing walls and partitions without first obtaining the certification from a licensed structural engineer reasonably acceptable to the Association that the plans for such alterations or changes will not in any way diminish the present structural integrity of the Residential Tower, the Parking Structure and the elements therein. Notwithstanding anything in this Declaration to the contrary, no storage or alterations or changes of any nature under any circumstances, including any lanai enclosures, shall be made that would violate the fire sprinkler requirements of the Building Code."

"c. Connection between Residential Units.

"(1) The owner of any two or more adjacent residential units separated by a common element which is a wall may, with the consent of all mortgagees of record of any interest in such owner's units, alter any portion of the intervening wall if the structural integrity of the common elements or any other unit in the Condominium will not thereby be adversely affected and if the finish of the common element then remaining is placed in a condition substantially comparable to that of the common element prior to such alterations. As used above, "adjacent residential units" does not include units which are located above and beneath one another on different floors.

"(2) Prior to commencing any such alteration or removal, the unit owner shall provide to the Board (a) a certification in form and consent reasonably satisfactory to the Board signed by an architect or engineer duly registered in the State of Hawaii, that such alteration or removal will not adversely affect the structural integrity of the common elements or any other unit in the Condominium, (b) satisfactory evidence that all governmental approvals required for such alteration or removal have been duly obtained, and (C) if the cost of such alteration or removal, as reasonably determined by the Board of Directors, shall exceed the sum of $25,000.00, the Board of Directors may require that the owner provide evidence satisfactory to the Board of Directors of sufficient financing to complete such alteration or removal or, in lieu thereof, require that the owner obtain a performance and lien payment bond, naming as obligees Declarant and the Board of Directors and the Association and collectively all unit owners and their respective mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such alteration or removal. Such alteration or removal may be undertaken without the necessity of an amendment to this

Declaration or the Condominium Map and, except as otherwise provided in this paragraph 19, without the consent or joinder of the Association, the Board, Declarant or any other person.

"(3) If any intervening wall between adjacent residential units shall have been altered pursuant to the foregoing provisions, then prior to the termination of the common ownership of such adjacent residential units, the owner of such units shall restore such intervening wall to substantially the same condition in which the same existed prior to such alteration or removal unless the purchaser of such units shall agree in writing to forego such restoration.

"(4) Notwithstanding any alteration or additions permitted under this subparagraph 19.c, such shall not affect the common interest or limited common interest allocable to any unit."

"d. Removal of Certain Trees Prohibited. Except as otherwise provided in this Declaration or the Act or as otherwise required by law, neither the Association nor any unit owner shall remove any of the seven (7) large trees (the "**Designated Trees**") on the Condominium shown on the Condominium Map, without in every such case: (a) replacing the same with the same type of tree that is mature and has a tree trunk that is at least six (6) inches in diameter (a "Comparable Tree"), in which case such replacement Comparable Tree shall become a Designated Tree; and (b) obtaining the prior consent of seventy-five percent (75%) of the unit owners, together with the prior written consent of all mortgagees of record. Notwithstanding the foregoing, the Association, acting through the Board, may remove a Designated Tree and replace it with a Comparable Tree without such consent if the Designated Tree is a hazard to the public safety or welfare, or if a Designated Tree is dead, diseased or otherwise irretrievably damaged. The Association may also remove a Designated Tree and replace the same with a different tree if the Association obtains the prior consent of sixty-seven percent (67%) of the unit owners, together with the prior written consent of all mortgagees of record. Upon any such permitted removal without replacement by a Comparable Tree, the Association or unit owner, as the case may be, shall file an amendment to this Declaration describing such removal or replacement and amending the Condominium Map to show such removal or replacement. Such amendment shall be signed by the Association or the unit owner, as the case may be, and approved by the Board of Directors or Declarant, and no consent or joinder of any other unit owner or person shall be required."

"e. Floor Covering and Sound Transmission. All residential unit owners must minimize the transmission of footsteps and other floor sounds into neighboring units below. Any owner or occupant of a residential unit (except the units on the first floor) who wishes to change the floor covering on any floor areas that customarily have carpeting with cushion padding, must first: (1) provide written evidence that the new floor covering shall have sound absorbent material and will not exceed the maximum decibel level to be established as described in the House Rules, and (2) obtain the Board's prior written approval of such floor covering change. The Board shall have the right to require that any new floor covering installed without the Board's prior written approval shall be removed at the owner's expense."

EXHIBIT E

COMMON ELEMENTS

Paragraph 5 of the Declaration states as follows:

"5. Common Elements. One freehold estate is hereby designated in all common elements of the Condominium, which include all portions of the Condominium other than the units (except as herein specifically included), and all other common elements mentioned in the Act which are actually included in the Condominium, including specifically, without limitation:

"a. The Land in fee simple.

"b. All improvements described in Section 4.a, column (A).

"c. All structural components such as foundations, columns, girders, beams, floor slabs, supports, perimeter, party and load-bearing walls and partitions (excluding the finishes thereon within a unit), ceilings and roofs.

"d. All lobby areas, stairways, walkways, corridors, ramps, loading areas and platforms, fences, elevator lobby areas, entrances, entryways and exits of the Condominium, all generator rooms, pump rooms, maintenance rooms, elevator machine rooms, mechanical rooms, electrical rooms, trash rooms, meeting rooms, mail rooms, management rooms, security rooms, fire control rooms, and common toilet facilities.

"e. All yards, grounds, paths, walkways, walkway railings, landscaping, refuse facilities and gardens.

"f. All driveways and driveway ramps, loading and service areas, parking stalls and parking areas (both in the Parking Structure and on the surrounding grounds), and the Parking Structure.

"g. All ducts, vents, shafts, sewer lines, sewage treatment equipment and facilities (if any), electrical transformers, emergency generators, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities and installations over, under and across the Condominium which serve more than one unit for services such as power, light, water, gas (if any), cable television (if any), air conditioning, sewer, refuse, telephone, and radio and television signal distribution, including the Conduit described in Section 4, column A(ii).

"h. Any and all apparatus and installations existing for common use, such as elevators, tanks, pumps, motors, fans, compressors and, in general, all other parts of the Condominium necessary or convenient to its existence, maintenance and safety, or normally in common use.

"i. All mechanical, electrical and air conditioning equipment originally installed and located within any pump room, mechanical room, fire control room, transformer

room or electrical room or located elsewhere in the Condominium (whether or not utilized for or serving only one unit).

"j. The limited common elements described below."

EXHIBIT F

LIMITED COMMON ELEMENTS

Paragraph 6 of the Declaration states as follows:

"6. Limited Common Elements. Certain parts of the common elements, herein called and designated "limited common elements", are hereby set aside and reserved for the exclusive use of certain units, and such units shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

"a. Each of the parking stalls designated on Exhibit C shall be a limited common element appurtenant to and reserved for the exclusive use of the unit to which it is assigned, as set forth in Exhibit C subject to the right of the unit owners to transfer parking stalls from one unit to another as set forth in Section 9.b of this Declaration or as provided in the Act. Each unit shall always have at least one (1) parking stall appurtenant to it. The use of the parking stalls shall be governed by the provisions of Section 28 of this Declaration.

"b. The common elements of the Condominium which are rationally related to less than all of said units shall be limited to the use of such units.

"c. Units numbered 101, 102, 115 and 116 on the ground floor, and each unit with a unit number containing the last two digits 01, 02, 15 and 16 on floors 2 through 17 as shown on the Condominium Map, shall have appurtenant thereto and reserved for its exclusive use a water heater within a closet or closets located off the common corridors as shown on the Condominium Map; provided, however, that access to such water heater shall be subject to such rules established by the Association of Unit Owners of Country Club Village 6 (hereinafter referred to as the "**Association**") from time to time.

"d. The mailbox corresponding to the unit number of each unit shall be a limited common element appurtenant to and reserved for the exclusive use of such unit, such mailbox being located in the mailroom of the Residential Tower, as shown on the Condominium Map.

"e. The wall located at the corner of Ala Napunani and Ala Makahala Streets and the sign located on the wall and its light regarding the availability of monthly parking shall be limited common elements appurtenant to the parking units owned by Declarant for so long as Declarant owns any parking unit. At such time as Declarant no longer owns any parking unit, the wall, sign and light shall become common elements. The cost of maintaining and repairing the wall, sign, and light, including the cost of any electricity for the wall, sign and light, will be a common expense of the Association as a whole.

"f. The meeting room in the Parking Structure as shown on the Condominium Map shall be a limited common element appurtenant to and reserved for the exclusive use of the residential units."

EXHIBIT G

SPECIAL USE RESTRICTIONS

1. Restrictions on Parking Units. Section 4.b of the Declaration states in part as follows:

"Notwithstanding anything to the contrary contained herein, owners and users of the parking units will not, by reason of their ownership or right to use the parking units: (a) have access to the Residential Tower except to enter the lobby area of the Residential Tower for access to the Manager's office and Security office only; nor (b) have access to or use of the Meeting Room in the Parking Structure. Notwithstanding anything to the contrary contained herein or in the Master Declaration (defined in Section 11 below), owners and users of the parking units will not, by reason of their ownership or right to use the parking units, have access to or use of the Community Facilities, including the recreational facilities and other Community Area Improvements, defined and described in the Master Declaration."

2. Unit 104. Section 10.b of the Declaration states as follows:

"Notwithstanding anything to the contrary contained herein, Unit 104 may be occupied and used by the owners thereof, their tenants, licensees, families, domestic servants and social guests, for residential purposes as provided in Section 10.a. above, or, if and to the extent permitted by applicable zoning and other laws, Unit 104 may be occupied and used by the owners thereof, their tenants or licensees, as a neighborhood grocery store."

3. Number of Occupants. Except for any violation of occupancy limits imposed by any law or regulation, there will be not be minimum or maximum occupancy limits for the residential units in the Project. However, the maintenance fee for each two bedroom residential unit and one bedroom residential unit have been calculated based upon the assumption that a two bedroom residential unit would be occupied by not more than five (5) persons and a one bedroom residential unit would be occupied by not more than three (3) persons. For this reason, in the event a two bedroom residential unit shall be occupied by more than five (5) persons or a one bedroom residential unit shall be occupied by more than three (3) persons, the Association, through the Managing Agent, may charge an excess occupancy charge for such residential unit by that amount which represents the increased expenses to the Project resulting from such additional occupants, which amount shall be calculated as follows:

> For a one bedroom residential unit, the excess occupancy charge shall be the maintenance fee normally charged for a one bedroom residential unit with one to three occupants, times the fraction in which the numerator is the number of occupants in the residential unit minus three and the denominator is three.
>
> For a two bedroom residential unit, the excess occupancy charge shall be the maintenance fee normally charged for a two bedroom residential unit with one to five occupants, times the fraction in which the numerator is the number of occupants in the residential unit minus five and the denominator is five.

(For example, if the maintenance fee is $100 per month for Unit X, a one bedroom residential unit, and there are four occupants in Unit X, the excess occupancy charge to Unit X will be $33.33 per month.)

These provisions are a part of the House Rules for the project and may be amended as necessary by the Board of Directors of the Association.

4. Pets. See Exhibit "N" below for Information Regarding Pets.

EXHIBIT "H"

Encumbrances Against Title

I. It is anticipated that the following shall be encumbrances against title at the time of conveyance to unit owners:

1. Excepting and reserving unto the Trustees under the Will and of the Estate of Samuel M. Damon, Deceased, all artesian and other underground water and rights thereto appurtenant to said premises, as set forth in Deed dated October 7, 1965, recorded as Document No. 372554.

   The foregoing Deed was amended by Instrument:
   Dated: October 17, 1965
   Recorded: Document No. 372562

2. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in:

   DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
   Dated: January 8, 1988
   Recorded: Document No. 1599284

3. AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 4.40-21 OF THE LAND USE ORDINANCE

   Dated: March 15, 1990
   Recorded: Document No. 1731525

   AMENDMENT TO AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 4.40-21 OF THE LAND USE ORDINANCE (LUO)

   Dated: April 11, 1994
   Recorded: Document No. 2153098

4. RESTRICTION OF VEHICULAR ACCESS as set forth by:

   Land Court Order No.: 113254, Map 686
   Recorded: September 1, 1993

5. EASEMENT 1094 as set forth by:

   Land Court Order No.: 113254, Map 686
   Recorded: September 1, 1993
   Purpose: Utility and incidental purposes

6. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COUNTRY CLUB VILLAGE COMMUNITY AREA

Dated:	June 27, 1994
Recorded:	Document No. 2160554

ASSIGNMENT OF DECLARANT'S RIGHTS

Assignor:	Schuler Homes, Inc., a Delaware corporation
Assignee:	D. R. Horton - Schuler Homes, LLC, a Delaware limited liability company, dba Schuler Homes
Effective as of:	February 20, 2002
Recorded:	Document No. 2965525

7. DECLARATION OF MERGER OF CONDOMINIUM PHASES COUNTRY CLUB VILLAGE

Dated:	June 27, 1994
Recorded:	Document No. 2160555

8. GRANT OF EASEMENT

Dated:	May 6, 1994
Recorded:	Document No. 2169088
Purpose:	Utility and incidental purposes
In favor of:	Hawaiian Electric Company, Inc., a Hawaii corporation; and GTE Hawaiian Telephone Company Incorporated, a Hawaii corporation

9. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in:

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COUNTRY CLUB VILLAGE COMMUNITY AREA

Dated:	July 25, 1994
Recorded:	Document No. 2170588

10. GRANT

In favor of:	The City and County of Honolulu, a municipal corporation of the State of Hawaii
Dated:	April 17, 1995

Recorded:	Document No. 2231938
Purpose:	Granting an easement for utility and incidental purposes over, under, across and through said Easement 1094

11. DECLARATION OF MERGER OF CONDOMINIUM PHASES COUNTRY CLUB VILLAGE PHASE 2

Dated:	July 20, 1995
Recorded:	Document No. 2258654

12. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in:

LIMITED WARRANTY DEED

Grantor:	D. R. Horton – Schuler Homes, LLC, a Delaware limited liability company
Grantee:	Salt Lake 6 LLC, a Hawaii limited liability company
Dated:	September 14, 2007
Recorded:	Document No. 3656169

13. Condominium Map No. 1921 recorded in said Office, as the same may be amended.

14. The benefits and the burdens of the restrictions, covenants, agreements, obligations, conditions, easements and other provisions, and any and all easements appurtenant to or encumbrances on said apartment, and said common elements, as created by, referred to or set forth in the aforesaid Declaration of Condominium Property Regime and the Bylaws of the Association of Unit Owners Country Club Village 6 dated September 14, 2007, recorded in said Office as Document Nos. 3657389 and 3657390, respectively, as the same may be amended, and in all rules and regulations which from time to time may be duly promulgated pursuant to said Declaration and Bylaws, which conditions are and shall constitute covenants running with the land and equitable servitude to the extent provided by law and set forth in said instruments.

15. Any and all easements encumbering the unit herein mentioned, and/or the common interest appurtenant thereto, as created by or mentioned in said Declaration, and/or in said Bylaws, and/or as delineated on said Condominium Map.

II. The encumbrances against title appearing in the title report dated September 14, 2007, issued by First American Title Insurance Company are as follows:

1. For Real Property Taxes that may be due and owing reference is made to the Office of the Tax Assessor, City & County of Honolulu.

2. Excepting and reserving unto the Trustees under the Will and of the Estate of Samuel M. Damon, Deceased, all artesian and other underground water and rights thereto

appurtenant to said premises, as set forth in Deed dated October 7, 1965, recorded as Document No. 372554.

The foregoing Deed was amended by Instrument:
Dated: October 17, 1965
Recorded: Document No. 372562

3. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Dated: January 8, 1988
Recorded: Document No. 1599284

4. AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 4.40-21 OF THE LAND USE ORDINANCE

Dated: March 15, 1990
Recorded: Document No. 1731525

AMENDMENT TO AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 4.40-21 OF THE LAND USE ORDINANCE (LUO)

Dated: April 11, 1994
Recorded: Document No. 2153098

5. RESTRICTION OF VEHICULAR ACCESS as set forth by:

Land Court Order No.: 113254, Map 686
Recorded: September 1, 1993

6. EASEMENT 1094 as set forth by:

Land Court Order No.: 113254, Map 686
Recorded: September 1, 1993
Purpose: Utility and incidental purposes

7. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COUNTRY CLUB VILLAGE COMMUNITY AREA
Dated: June 27, 1994
Recorded: Document No. 2160554

ASSIGNMENT OF DECLARANT'S RIGHTS

Assignor:	Schuler Homes, Inc., a Delaware corporation
Assignee:	D. R. Horton - Schuler Homes, LLC, a Delaware limited liability company, dba Schuler Homes
Effective as of:	February 20, 2002
Recorded:	Document No. 2965525

8. DECLARATION OF MERGER OF CONDOMINIUM PHASES COUNTRY CLUB VILLAGE

Dated:	June 27, 1994
Recorded:	Document No. 2160555

9. GRANT OF EASEMENT

Dated:	May 6, 1994
Recorded:	Document No. 2169088
Purpose:	Utility and incidental purposes
In favor of:	Hawaiian Electric Company, Inc., a Hawaii corporation; and GTE Hawaiian Telephone Company Incorporated, a Hawaii corporation

10. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in:

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COUNTRY CLUB VILLAGE COMMUNITY AREA

Dated:	July 25, 1994
Recorded:	Document No. 2170588

11. GRANT

In favor of:	The City and County of Honolulu, a municipal corporation of the State of Hawaii
Dated:	April 17, 1995
Recorded:	Document No. 2231938
Purpose:	Granting an easement for utility and incidental purposes over, under, across and through said Easement 1094

12. DECLARATION OF MERGER OF CONDOMINIUM PHASES COUNTRY CLUB VILLAGE PHASE 2

Dated: July 20, 1995
Recorded: Document No. 2258654

13. Declaration of Condominium Property Regime of Country Club Village 6 dated September 14, 2007, recorded in said Office as Document No. 3657389. Condominium Map No. 1921 recorded in said Office.

14. Bylaws of the Association of Unit Owners Country Club Village 6 dated September 14, 2007, recorded in said Office as Document No.3657390.

15. Mortgage, Security Agreement and Fixture Filing:
Mortgagor: Salt Lake 6 LLC, a Hawaii limited liability company
Mortgagee: Central Pacific Bank, a Hawaii corporation
Dated: September 14, 2007
Recorded: Document No. 3656170
Principal Amount: $61,000,000.

16. Assignment of Lessor's Interest in Leases:
Assignor: Salt Lake 6 LLC, a Hawaii limited liability company
Assignee: Central Pacific Bank, a Hawaii corporation
Dated: September 14, 2007
Recorded: Document No. 2007-164413
Purpose: To secure the repayment of $61,000,000.

17. UCC Financing Statement:
Recorded: September 14, 2007
Document No. 2007-164414
Debtor: Salt Lake 6 LLC, a Hawaii limited liability company
Secured Party: Central Pacific Bank, a Hawaii corporation

18. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in:

LIMITED WARRANTY DEED

Grantor: D. R. Horton – Schuler Homes, LLC, a Delaware limited liability company
Grantee: Salt Lake 6 LLC, a Hawaii limited liability company
Dated: September 14, 2007
Recorded: Document No. 3656169

EXHIBIT I

Estimate of Initial Maintenance Fees

Buyers become obligated to pay maintenance fees upon closing.

Monthly Fee $63,580.00

Unit No. or Type	Common Interest	Initial Monthly per Unit x 12 =	Initial Annual for Type x	No. of Units =	Total Annual
Residential Units 104 & 114	0.003256	$206.92	$2,483.04	2	$4,966.08
1 Bedroom (Except 104 & 114)	0.003109	$197.67	$2,372.04	100	$237,204.00
2 Bedrooms	0.004014	$255.21	$3,062.52	167	$511,440.84
Parking Unit	0.000050	$3.18	$38.16	245	$9,349.20
Total					$762,960.12

PROJECTED MONTHLY BUDGET
COUNTRY CLUB VILLAGE 6
As of July 10, 2007

EXHIBIT I

Estimate of Initial Maintenance Fees	Monthly Fee x 12 Months =	Yearly Total	Comments
Utilities and Service			
Electricity-Common	$7,460	$89,520	HECO will be requesting a 7% rate increase in 2007 26x 268
Water	$2,950	$35,400	$10x268-Fees increase 12% in 7/07
Sewer	$7,050	$84,600	$23.88x268+fees increase 10% in 7/07
Refuse	$2,050	$24,600	2-3yd bins emptied 6x/week-Oahu Waste Service
Telephone	$485	$5,820	Based on intercom, 2 elevator, RM, Security, internet, fax, cell lines
Maintenance, Repairs, Supplies			
R&M Building	$700	$8,400	Construction warranty period 1 year, backflow & fire test, minor repairs
R&M Grounds	$700	$8,400	Landscaping Service for 6 months at $1350/month
Elevator Maintenance	$2,350	$28,200	5 elevators, Per ThyssenKrupp $600/elevator 3 month free service, State Insp
Building Supplies	$1,000	$12,000	Janitorial, Office & Equipment
Grounds Supplies	$100	$1,200	6 months free supplies, $200/month average
Management			
Administrative Expenses	$625	$7,500	Office Supplies, Bank charges, Admin. fees
Property Management	$2,650	$31,800	Physical, Adminstrative, and Fiscal Services
Payroll	$9,300	$111,600	RM $2950, Assit RM $2150, 3 Janitorial/Maint $10/hr and 1 1/2 at $9.25/hr
Security	$8,100	$97,200	16 Hour/day, 1 staff per shift @ $16.50/hr
Insurance			
Insurance - Payroll	$2,100	$25,200	Medical for 4 1/2 ($300/employee), Workcomp ($6900), TDI
Insurance - Building	$5,350	$64,200	per Atlas-38400 Property,12600 Liability, 4500 Umbrella, 2000 D&O, 700 Fidelity+ 10%
Other			
Legal	$150	$1,800	General issues and collections
Accounting & Audit	$200	$2,400	Annual Audit, Cas Verification and Tax Return Preparation
Taxes	$825	$9,900	GET, Federal & State, Payroll 710/month
Lodging	$900	$10,800	RM unit
Reserves (*)	$5,035	$60,420	Future Replacement & Repairs
CCV Community Maint Fee	$3,600	$43,200	Community Facility Management Association-2007 Budget
Advertising	$100	$1,200	Advertising for Parking
Sub-Total	**$63,780**	**$765,360**	
Additional Income			
Interest & Late Fees	$200	$2,400	Interest earned on 2 months of start up fees
Total	**$63,580**	**$762,960**	

We, Dass Ramadass and Kevin K. Agena, as agents and employed by Hawaiian Properties, Ltd., the condominium managing agent for the developer, for the condominium project Country Club Village 6, hereby certifies that the above estimates of initial maintenance fee assessment and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

(*) 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 budget amount for Reserves is an estimate only.

Hawaiian Properties, LTD.

By: _____
Its President

By: _____
Its Vice-President

Date: July 23, 2007

EXHIBIT J

Summary of Certain Pertinent Provisions of the Sales Contract

A specimen Sales Contract and Deposit Receipt (the "Contract") has been submitted to the Real Estate Commission. ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ THE CONTRACT IN FULL, since this summary is NOT A COMPLETE DESCRIPTION of its provisions. The Contract, among other things, covers in more detail the following items:

1. The "Effective Date" of the Contract is the date it becomes binding on Seller and Buyer. The Contract is not binding on Seller until (i) it is executed by Seller and Buyer and (ii) it has become binding on Buyer in accordance with Section E.3.c of the Contract. The Contract is not binding on Buyer until the procedures in Section E.3.c(i) and E.3.c(ii) have been completed. Until the Effective Date for the Contract, the Contract will be only a nonbinding Reservation Agreement and Seller shall have no obligation to sell and Buyer shall have no obligation to buy the Unit, and the Contract may be terminated at any time, with or without cause, at the option of either party, by written notice of such termination to the other party.

2. Buyer agrees to deliver to Seller or, at Seller's option, directly to Buyer's mortgagee prior to or no later than five (5) business days after the date of Seller's notice to Buyer of Seller's acceptance of the Contract, (a) a financial statement certified by Buyer to be true and accurate as of the date of such delivery, in form and content sufficient to fully disclose Buyer's financial circumstances as of the date of delivery, including, without limitation, the identification and the reasonably accurate valuation of any assets as of the date of delivery, (b) a completed loan application to one or more lending institutions, if Buyer requires financing, and (c) any other information required by Seller.

3. Any breach of the covenants and warranties contained herein shall constitute a default hereunder by Buyer entitling Seller to retain all sums paid hereunder as liquidated damages as provided therein.

4. In addition to such other remedies which may be available to Seller by law or pursuant to this Contract, Seller may impose a late charge of one percent (1%) per month on the amount of any such payment which is not paid in the manner specified above. Such late charge shall accrue commencing on the date the payment is due and payable as provided herein.

5. Buyer shall, prior to or within five (5) business days from the date of execution of the Contract by Buyer, apply for mortgage financing.

6. Seller, in its sole discretion, may elect to cancel the Contract if (a) Buyer's application or eligibility for a mortgage loan is rejected by a mortgage lender or mortgage lenders, or Buyer's loan approval or mortgage commitment is not approved within the fifty (50) calendar day period; (b) Buyer fails to supply any proposed mortgage lender with full financial information or fails to supply Seller with the required Cash Evidence; (c) Buyer, after having had

a loan approval or mortgage commitment disapproved by Seller, is thereafter unable to have such approval or commitment modified or revised to the satisfaction of Seller within thirty (30) business days thereafter; (d) Seller, in its sole discretion, after reviewing the written Cash Evidence submitted to Seller or Buyer's mortgagee, as the case may be, by Buyer, determines that Seller is not satisfied as to Buyer's ability to make the cash deposit payments; or (e) Seller is unable to make seventy percent (70%) of the units in the Project available to purchase by Owner-Occupant Purchasers as is required by Seller's lender and Buyer does not intend to be an Owner-Occupant of the Unit. This right to terminate of Seller shall exist only while the Contract is a reservation and shall end upon the Effective Date of the Contract.

7. Buyer shall pay for all closing costs, including, without limitation, the cost of drafting the Unit Deed and the cost of the acknowledgments thereof; recording fees; the State of Hawaii conveyance tax (note: in connection with the conveyance tax, Seller and Buyer do hereby appoint the Escrow Agent as their agent for the purpose of filing the affidavit in respect thereto); the escrow fees; the cost of obtaining financing or a financing commitment for any portion of the purchase price and all expenses incident thereto; the expense of credit reports; preparation of all of Buyer's mortgage documents (which costs shall be paid directly to Buyer's mortgagee and shall in no event be reimbursed by Seller); any costs incurred for Buyer's title insurance; any costs and fees otherwise require to be paid by Buyer in this Agreement, including maintenance fees and start-up fees; and any cost incurred by Buyer or Seller as a result of Buyer's requesting changes in a document after Buyer has been given notice by the Escrow Agent that such document will be prepared. Buyer shall also pay for any attorneys' fees and costs incurred by Seller in connection with any failure by Buyer to timely pre-close and close as set forth herein and otherwise perform all obligations of Buyer as set forth herein;

8. The estimated project completion date and the final closing and closing dates are as described in the Contract.

9. Buyer may be required to prepay maintenance fees, real property taxes, and a non-refundable Project start-up fee as more particularly described in the Contract.

10. Buyer's right to inspect the Condominium documents, inspect the Unit and have delivery of possession are as more particularly described in the Contract.

11. Buyer specifically acknowledges and accepts certain enumerated conditions regarding on-going marketing of the Condominium stated in the Contract as well as any inconvenience or annoyance which Buyer may experience as a result of such conditions, and expressly waives any rights, claims or action which Buyer might otherwise have against Seller or third parties as a result of such circumstances.

12. After the Effective Date of the Contract, Buyer shall have the right to rescind the Contract only if there is a material change in the Condominium which directly, substantially and adversely affects the use or value of (a) Buyer's Unit or appurtenant limited common elements, or (b) amenities of the Condominium available for Buyer's use. Waiver of such right is governed more specifically by the terms of the Contract.

13. Buyer specifically acknowledges and agrees that the Declaration of Condominium Property Regime for Country Club Village 6 contains reservations of certain rights and certain other provisions under which Buyer consents to certain actions by Seller and others, as more particularly described in the Contract and the Declaration.

14. Seller shall have certain rights and remedies against Buyer in the event Buyer fails to perform any of the conditions of the contract, including failure to comply with the pre-closing and closing requirements, as more particularly described in the Contract, including the right to retain Buyer's deposit and the right to other actual and liquidated damages.

15. The execution, delivery and recordation of Buyer's Unit Deed shall constitute the assignment by Seller to Buyer of any and all warranties given to Seller by the contractors for the Condominium, if any, including, without limitation, any warranty of materials and workmanship against faulty or deficient materials and installation. The benefit of such warranties, if any, shall accrue to Buyer on closing without further instruments or documents. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR WORKMANLIKE CONSTRUCTION WITH RESPECT TO THE UNIT, THE PROPERTY, ANY COMMON ELEMENT, LIMITED COMMON ELEMENT, OR ANYTHING INSTALLED THEREIN.

16. Buyer hereby intentionally waives, relinquishes and subordinates the priority or superiority of any interest under the Contract in favor of the liens or charges upon the Condominium of the construction lender's mortgage loan.

17. Buyer may not assign Buyer's rights hereunder without Seller's prior written consent, which consent may be withheld by any reason whatsoever in its sole discretion.

ALL BUYERS SHOULD READ THE SALES CONTRACT IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE SALES CONTRACT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE SALES CONTRACT, AND DOES NOT ALTER OR AMEND THE SALES CONTRACT IN ANY MANNER. IF ANY PROVISIONS OF THIS SUMMARY CONTRADICT THE PROVISIONS CONTAINED IN THE SALES CONTRACT IN ANY WAY, THE PROVISION OF THE SALES CONTRACT SHALL OVERRIDE THE PROVISIONS OF THIS SUMMARY.

EXHIBIT K

Summary of Certain Pertinent Provisions of the Escrow Agreement

A copy of the Escrow Agreement between the Seller and Island Title Corporation ("Escrow") has been submitted to the Real Estate Commission. The Escrow Agreement, among other things, covers in more detail the following items:

1. Seller shall deliver an executed copy of such Sales Contract to Escrow. Each Sales Contract shall be accompanied by the initial deposit required thereunder and, if the sale of a residential unit is intended to be made to Purchasers as Owner-Occupants, then the Owner-Occupant affidavit required by Section 514B-96.5 and 514B-97, Hawaii Revised Statutes, as amended.

2. Seller shall pay Escrow monies received from Purchasers under Sales Contracts covering units in the Condominium. Escrow shall receive and hold in escrow and disburse funds as set forth in detail in the Escrow Agreement. Escrow shall deposit all funds so received in an interest bearing account at a federally insured bank, savings and loan association, financial services loan company or credit union authorized to do business in the State of Hawaii. Except for specific circumstances stated in the Escrow Agreement, any interest earned on funds deposited in escrow under this Agreement shall accrue to the credit of Seller.

3. No disbursements of funds held in escrow shall be made unless and until the following conditions have been fulfilled: (a) Seller shall have delivered to Purchaser a true copy of the Developer's Public Report including all amendments, with an effective date issued by the Real Estate Commission; (b) Seller shall have delivered to Purchaser notice of Purchaser's 30 day right of cancellation on a form prescribed by the Real Estate Commission and the Purchaser shall have waived or be deemed to have waived the right to cancel in accordance with Section 514B-86(c), Hawaii Revised Statutes, as amended; and (c) for disbursements of Purchaser's deposits prior to closing or if units are conveyed prior to completion of construction, Seller has complied with the requirements of Section 514B-92 or 514B-93, Hawaii Revised Statutes, as amended, as applicable.

4. Subject to certain provisions of the Escrow Agreement, upon the written request of Seller, Escrow shall make disbursements from the escrow fund to pay for construction costs and to pay for architectural, engineering, finance, and legal fees and other incidental expenses of the Project. The balance of all escrow funds shall be paid to Seller, on order, after the lapse of forty-five (45) days from the filing of the Affidavit of Publication of Notice of Completion as provided for under Section 507-43, Hawaii Revised Statutes, as amended.

5. A Purchaser shall be entitled to a return of funds and Escrow shall pay such funds to such Purchaser, together with any interest which may have accrued to the credit of such Purchaser, if any one of the following has occurred: (a) Seller and the Purchaser shall have requested Escrow in writing to return to the Purchaser the funds of the Purchaser held thereunder by Escrow; or (b) Seller shall have notified Escrow of Seller's exercise of the option to cancel or

rescind the Sales Contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller where such option or request of cancellation or rescission is not based upon a default by the Purchaser under the Sales Contract; or (c) the Purchaser has exercised such Purchaser's right to cancel the contract pursuant to Section 514B-86 or Section 514B-89, Hawaii Revised Statutes, as amended; or (d) the Purchaser has exercised such Purchaser's right to rescind the contract pursuant to Section 514B-87, Hawaii Revised Statutes, as amended.

A Purchaser shall be entitled to a return of funds and Escrow shall pay such funds to such Purchaser, without interest pursuant to chapter 514B, Part V, Hawaii Revised Statutes, if Seller or the Purchaser shall so request in writing and the prospective Purchaser has not obtained adequate financing, or a commitment for adequate financing, by a date which is no earlier than fifty (50) calendar days after Seller's execution and acceptance of the Sales Contract.

6. Escrow shall give each Purchaser entitled to a return of funds notice thereof by registered, certified or regular mail, postage prepaid addressed to such Purchaser at the Purchaser's address shown on the Sales Contract or any address later made known in writing to Escrow by such Purchaser. If such Purchaser shall not have claimed such refund within sixty (60) days, Escrow shall deposit such funds into a special account in a bank or other depository selected by Escrow, in the name of Seller, as trustee for the benefit of such Purchaser. After notifying the Purchaser of all such facts at the Purchaser's address as described herein and delivering all partially executed conveyance documents to Seller, Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such Purchaser.

7. Except for the Sales Contracts and any note and mortgage that is to be closed by the mortgagee thereof, Escrow shall promptly and diligently arrange for and supervise the execution of all documents related to the Condominium and shall promptly, and diligently close the transactions and perform such services as are necessary or proper therefor, in the manner established in the Escrow Agreement.

NOTE: ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THE ESCROW AGREEMENT AND ALL AMENDMENTS IN FULL AS THIS SUMMARY IS NOT ALL INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE ESCROW AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE ESCROW AGREEMENT, AND DOES NOT ALTER OR AMEND THE ESCROW AGREEMENT IN ANY MANNER.

EXHIBIT L

CONSTRUCTION WARRANTIES AND WAIVERS

1. Paragraph E.20 of the Sales Contract and Deposit Receipt states as follows:

"Covenants and Warranties of Seller and Buyer. Seller and Buyer covenant and agree to the following:

"a. The execution, delivery and recordation of Buyer's Unit Deed shall constitute the assignment by Seller to Buyer of any and all warranties given to Seller by the contractors for the Condominium, if any, including, without limitation, any warranty of materials and workmanship against faulty or deficient materials and installation. Seller's general contractor shall give a warranty against construction defects for a one (1) year period from the date of substantial completion. The benefit of such warranties, if any, shall accrue to Buyer on closing without further instruments or documents.

"b. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR WORKMANLIKE CONSTRUCTION WITH RESPECT TO THE UNIT, THE PROPERTY, ANY COMMON ELEMENT, LIMITED COMMON ELEMENT, OR ANYTHING INSTALLED THEREIN.

"c. The Condominium Map for the Condominium which has been or will be recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and the Real Estate Commission is intended only to show the site plan for the Condominium depicting the location, layout, and access to a public road of all buildings in the Condominium and depicting access for the units to a public road or to a common element leading to a public road, approximate elevations and floor plans of all buildings in the Condominium, the layout, location, boundaries, unit numbers and dimensions of the units of the Condominium and parking plans and any other detail which is specifically required to be shown under Section 514B-33 of the Act. Buyer acknowledges that the Condominium Map, consisting of the floor plans and elevations, is not intended to be and does not constitute any representation or warranty by Seller to construct or install any other improvements, amenities or facilities as may be depicted thereon. In no event shall the building plans and specifications or any artist's renderings or models constitute a representation or warranty by Seller.

"d. Buyer has examined and approved the estimate of monthly maintenance charges and assessments for the Unit as shown in the Public Report for the Condominium. Seller makes no promise or warranty about the accuracy of those amounts. Buyer understands that those amounts are only estimates and may change for many reasons. Buyer accepts and approves any changes in such estimate made by Seller or the Managing Agent.

"e. **Waiver of Certain Construction and Design Claims**. Buyer acknowledges that the insurance coverage costs and premiums for the construction of new high-

rise, residential condominium projects have skyrocketed throughout the nation over the last several years due to the quantity of lawsuits after development completion; many architects have not been able to obtain project insurance for residential high-rise projects in Hawaii since 2001; and many construction companies are not able to obtain insurance for residential high-rise construction at present. Buyer further acknowledges that in order to not further raise the purchase price of units in the Condominium, Seller requires the following waiver of claims, which is a requirement of Seller's architect, contractor and other construction and design consultants. Without such waiver, Seller would not sell the Unit to Buyer. Buyer's signing the receipt for the Public Report and/or Buyer's purchase of the Unit shall be deemed Buyer's acceptance and reaffirmation of such waiver, which shall be included in the Declaration and shall be a covenant that runs with title to the Unit and binding on Buyer and Buyer's heirs, personal representatives, successors and assigns. In consideration of the foregoing, Buyer, for Buyer and each of Buyer's lessee, mortgagee, lien holder, heirs, personal representatives, successors, assigns, or other person with an interest in the Condominium, and on behalf of the Association (collectively, "Buyer's Parties"), hereby waives any liabilities, obligations, right, claim or action, of every kind or nature, character or description, known or unknown, suspected, or unsuspected (collectively, a "Claim"), which such person may have or acquire against Seller and its agents, employees, architects, contractors, licensees, successors and assigns (individually and/or collectively, "Seller's Parties") for:

> "(i) any loss, injury or damage to person or property, including court costs and attorneys' fees (singularly and/or collectively, "Damages") relating to or resulting from the construction of the Condominium in excess of $5 million, in the aggregate with all other Claims or Damages of any other apartment owner, association or other person; and
>
> "(ii) any Damages in excess of the greater of the applicable Single Maximum Design Damages or Total Maximum Design Damages, in the aggregate with all other Claims or Damages of any other unit owner, association or other person, relating to or resulting from the work of any architect and/or other design consultant of the Condominium. As used herein "Single Maximum Design Damages" shall mean Damages equal to the fees of the architect(s) and/or other design consultant(s) whose work is the subject of the Claim, and "Total Maximum Design Damages" shall mean Damages equal to $800,000.

"Furthermore, without limiting in any way, the foregoing provision, Buyer for Buyer and Buyer's Parties: (a) hereby understands, acknowledges and agrees that the Residential Tower and Parking Structure will be constructed primarily of reinforced concrete and masonry on underground concrete piles, and that concrete cracks must be expected because of concrete shrinkage; and (b) hereby waives any liabilities, obligations, right, claim or action, of every kind or nature, character or description, known or unknown, suspected, or unsuspected, which such person may have or acquire against Seller's Parties for any Damages relating to or resulting from such concrete cracks to the extent such concrete cracks do not pose structural concerns.

"However, the waiver in this Section 20.e shall not extend to any Damages on account of Seller's Parties' conduct which is determined by a final judgment or other final adjudication by a court

having jurisdiction in the matter to have been knowingly fraudulent, deliberately dishonest or a result of willful misconduct."

2. Paragraph E.26 of the Sales Contract and Deposit Receipt states as follows:

"Notice of Contractor's Right to Resolve Alleged Construction Defects Before a Claimant may Commence Litigation Against the Contractor.

> CHAPTER 672E OF THE HAWAII REVISED STATUTES, AS AMENDED, CONTAINS IMPORTANT REQUIREMENTS AN OWNER MUST FOLLOW BEFORE AN OWNER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED THE OWNER'S HOME OR FACILITY. NINETY DAYS BEFORE AN OWNER FILES A LAWSUIT OR OTHER ACTION, THE OWNER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS THE OWNER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. AN OWNER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT AN OWNER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION. IN THE EVENT OF ANY CONFLICTS BETWEEN THE PROVISIONS OF SAID CHAPTER 672E AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF CHAPTER 672E SHALL CONTROL.

3. Paragraph 30 of the Declaration states as follows:

"30. Waiver of Certain Construction and Design Claims. Each unit owner, lessee, mortgagee, lien holder or other person with an interest in the Condominium, on their own behalf and on behalf of the Association, hereby waives any liabilities, obligations, right, claim or action, of every kind or nature, character or description, known or unknown, suspected, or unsuspected (collectively, a "**Claim**"), which such person may have or acquire against Declarant and its agents, employees, architects, contractors, licensees, successors and assigns (individually and/or collectively, "**Declarant Parties**") for:

> "a. any loss, injury or damage to person or property, including court costs and attorneys' fees (singularly and/or collectively, "**Damages**") relating to or resulting from the construction of the Condominium in excess of $5 million, in the aggregate with all other Claims or Damages of any other unit owner, association or other person; and
>
> "b. any Damages in excess of the greater of the applicable Single Maximum Design Damages or Total Maximum Design Damages, in the aggregate with all other Claims or Damages of any other unit owner, association or other person, relating to or resulting from the work of any architect and/or other design

consultant of the Condominium. As used herein "Single Maximum Design Damages" shall mean Damages equal to the fees of the architect(s) and/or other design consultant(s) whose work is the subject of the Claim, and "Total Maximum Design Damages" shall mean Damages equal to $800,000.

"Furthermore, without limiting in any way, the foregoing provision, each unit owner, lessee, mortgagee, lien holder or other person with an interest in the Condominium: (a) hereby understands, acknowledges and agrees that the Residential Tower and Parking Structure will be constructed primarily of reinforced concrete and masonry on underground concrete piles, and that concrete cracks must be expected because of concrete shrinkage; and (b) hereby waives any liabilities, obligations, right, claim or action, of every kind or nature, character or description, known or unknown, suspected, or unsuspected, which such person may have or acquire against Declarant Parties for any Damages relating to or resulting from such concrete cracks to the extent such concrete cracks do not pose structural concerns. However, this waiver shall not extend to any Damages on account of Declarant Parties' conduct which is determined by a final judgment or other final adjudication by a court having jurisdiction in the matter to have been knowingly fraudulent, deliberately dishonest or a result of willful misconduct."

EXHIBIT "M"

Information Regarding Parking

(a) The Condominium will have five hundred forty (540) parking stalls. Five hundred fourteen (514) parking stalls are physically located within the Parking Structure of the Condominium, as described in the Declaration and at Section 1.4 of the Public Report. Twenty-six (26) additional outdoor parking stalls are located on the ground level of the Land underlying the Condominium and are designated for visitor parking.

(c) Paragraph 6.a of the Declaration states as follows:

"(a) Each of the parking stalls designated on Exhibit C shall be a limited common element appurtenant to and reserved for the exclusive use of the unit to which it is assigned, as set forth in Exhibit C, subject to the right of the unit owners to transfer parking stalls from one unit to another as set forth in Section 9.b of this Declaration or as provided in the Act. Each unit shall always have at least one (1) parking stall appurtenant to it. The use of the parking stalls shall be governed by the provisions of Section 28 of this Declaration."

(c) Paragraph 9.b of the Declaration states as follows:

"(b) Any provision of this Declaration to the contrary notwithstanding, unit owners shall have the right to change the designation of parking stalls which are appurtenant to their respective units by amendment of this Declaration and the respective unit deeds to show the new numbers of the parking stalls appurtenant to such units and to delete the numbers of the old parking stalls; provided, however, that each unit shall at all times have at least one (1) parking stall as an appurtenant limited common element. Parking stalls in the Condominium that are not parking units can only be owned by owners of residential units in the Condominium as limited common elements appurtenant to their residential units."

(d) Paragraph 10 of the Declaration states in part as follows:

"i. Any provision of this Declaration to the contrary notwithstanding, residential unit owners may lease the right to use limited common element parking stalls that are appurtenant to their respective residential units to other occupants of the Condominium or to others on a monthly basis, subject to any Parking Pool or other provisions of the House Rules, the Bylaws of the Association and this Declaration, and on the further condition that such unit owners must notify the Managing Agent of the identity of the lessee together with such lessee's vehicle description, and length of anticipated use and such other information as the Managing Agent shall reasonably request. A residential unit owner (other than Declarant) who leases the right to use the owner's appurtenant parking stall to anyone other than the person who also leases the owner's residential unit shall pay to the Managing Agent, a monthly Garage Administration Fee provided below. A residential unit owner who leases the right to use the owner's residential unit together with its appurtenant parking stall to the same person is not subject to payment of the monthly Garage Administration Fee. The Garage Administrative Fee shall be equal to: (A) six percent (6%) of the rental income from the rental of the parking stall if the owner leases the parking stall directly to the renter; or (B) eight (8%) of the rental income from the rental of the

parking stall if the owner leases the parking stall through a parking rental program instituted by the Managing Agent.

"j. Any provision of this Declaration to the contrary notwithstanding, parking unit owners may lease the right to use the parking unit to occupants of the Condominium or to others on a monthly basis, subject to any Parking Pool or other provisions of the House Rules, the Bylaws of the Association and this Declaration, and on the further condition that such unit owners must notify the Managing Agent of the identity of the lessee together with such lessee's vehicle description, and length of anticipated use and such other information as the Managing Agent shall reasonably request. A parking unit owner (other than Declarant) who leases the right to use the owner's parking unit to anyone other than the person who also leases the owner's residential unit shall pay to the Managing Agent, a monthly Garage Administration Fee provided below. A residential unit owner who leases the right to use the owner's residential unit together with such owner's parking unit to the same person is not subject to payment of the monthly Garage Administration Fee. The Garage Administrative Fee shall be equal to: (A) six percent (6%) of the rental income from the rental of the parking unit if the owner leases the parking unit directly to the renter; or (B) eight (8%) of the rental income from the rental of the parking unit if the owner leases the parking unit to a renter through a parking rental program instituted by the Managing Agent.

"k. Any provision of this Declaration to the contrary notwithstanding, Declarant may lease the right to use any parking stalls that are appurtenant to its residential units or any parking unit owned by Declarant to occupants of the Condominium or to others on a monthly basis, and shall not be subject to any Parking Pool arrangement or to payment of any Garage Administration Fee unless Declarant in its sole and absolute discretion, elects to submit such parking stall or parking unit to rental through a parking rental program instituted by the Managing Agent. Declarant must notify the Managing Agent of the identity of the lessee together with such lessee's vehicle description, and length of anticipated use and such other information as the Managing Agent or the Association shall reasonably request.

"l. As to any parking units owned by Declarant, Declarant shall have the right from time to time to elect to submit or withdraw such parking units to or from management by the Managing Agent, by giving at least thirty (30) days prior written notice to the Managing Agent of such election and the effective date of such submittal or withdrawal. For each month that the Managing Agent collects rental income from the rental of parking stalls in the Condominium, the Managing Agent shall pay to Declarant a sum (the "**Rental Income to Declarant**") equal to the lesser of: (i) the total rental income from the rental of any parking stalls in the Condominium for that month, less the Garage Administration Fee payable by Declarant equal to six percent (6%) of the rental income from such rental of the parking units; or (ii) the prevailing monthly rental rate per parking stall multiplied by the number of Declarant's parking units submitted to rental through a parking rental program instituted by the Managing Agent, less the Garage Administration Fee payable by Declarant equal to six percent (6%) of the rental income from such rental of the parking units. **In each month that Declarant's parking units are submitted to the Managing Agent's parking rental program, the Declarant shall be entitled to receive the Rental Income to Declarant before any parking rental income is payable to any other owner in the parking rental program**.

"m. Declarant's parking units that are not submitted to rental management by the Managing Agent will be marked by appropriate signage to indicate that they are Declarant's stalls. The signage for Declarant's parking units that are submitted to rental management by the Managing Agent Declarant's will be removed or covered."

(e) Paragraph 28 of the Declaration states as follows:

"Use of Parking Stalls. To the extent allowed by law, the use of the parking units and parking stalls which are appurtenant to each of the residential units will be governed by the provisions of the House Rules. The Declarant has established a common parking plan in the House Rules for the benefit of the Association and the individual unit owners. The parking plan may be disbanded by the Association by a vote of seventy-five percent (75%) of the residential unit owners. The residential unit used by the resident manager of the Condominium shall have the reserved use of the parking stall that is a limited common elements appurtenant to such unit. The visitor parking stalls may be used by the visitors of the residential unit owners, subject to the provisions of the House Rules. The areas designated for bicycle and moped parking on the Condominium Map shall be controlled by the Managing Agent, subject to the provisions of the House Rules."

(f) Paragraph IV.H of the House Rules states as follows:

"H. To the extent allowed by law, the use of each parking unit (except the parking units owned by Declarant) and each parking stall appurtenant to each residential unit as limited common elements (except for the parking stall appurtenant as a limited common element to Unit 104 or Unit 114 [whichever unit becomes the resident manager's unit and is hereafter called the "**Resident Manager's Unit**")] and except for the parking stalls appurtenant as limited common elements to the residential units owned by Declarant) shall be governed by the rules set forth in this Section IV.H. Such use of the parking units or parking stalls is instituted for the convenience of individual unit owners (except for the Declarant and the owner of the Resident Manager's Unit who are not required to participate in the system established in this paragraph IV.H) and the Association of Unit Owners as a whole. The use of the parking stalls in the Parking Pool (as hereinafter defined) shall be in accordance with the following rules:

"1. All parking units (except the parking units owned by Declarant) and all parking stalls appurtenant to all residential units (except for the parking stall appurtenant as a limited common element to the Resident Manager's Unit and except for the parking stalls appurtenant as limited common elements to the residential units owned by Declarant) shall be placed in and used as a part of a parking pool system (the "**Parking Pool**") which shall be operated by the Association. Each residential unit shall have the right to use at least one parking stall in the Parking Pool for every parking stall that is a limited common element appurtenant to that unit and each parking unit shall have the right to use one parking stall in the Parking Pool (the "**Entitled Amount of Parking Stalls**").

"2. An access card to the Parking Pool stalls shall be issued by the Association to each unit owner who shall be a member of the Parking Pool. The unit owner shall be issued one access card for each Entitled Amount of Parking Stall appurtenant to such owner's unit. Such access card may be programmed to include access through the Residential Tower entry door, service area door and south Parking Structure door. The Board and/or Managing Agent shall adopt procedures governing the issuance and use of such access cards including, without limitation, charges for the issuance or reissuance of such cards.

"3. Parking in the Parking Pool area shall be on an unassigned basis. Parking Pool participants shall be allowed to park in any parking stall that is part of the Parking Pool, up to the Entitled Amount of Parking Stalls, regardless of the actual ownership of the parking stall.

"4. The Association, through the Board and the Managing Agent, reserves the right to require that motor vehicles that are parked in the Parking Pool and used infrequently be moved to other stalls in the Parking Pool area.

"5. Compact motor vehicles and motorcycles may only be parked in stalls designated as compact stalls. Larger vehicles may only be parked in regular stalls. The Board, in its sole discretion, shall determine what constitutes a compact motor vehicle. Violation of this section IV.H.5 shall result in a one dollar ($1.00) per day fine or such other fines and remedies as set out in Section X below.

"6. All motor vehicle owners in the Parking Pool who will not use or move their motor vehicles for a period of one week or more must have the permission of the Board or the Managing Agent to do so. The Board or the Managing Agent may elect, at its sole discretion, to have the vehicle moved to another stall in the Parking Pool area.

"7. Subject to these House Rules, the Bylaws of the Association and the Declaration, and the prior written consent of the Board, a unit owner, or such owner's designated agent, may assign such owner's right to use a parking stall in the Parking Pool, on the condition that the person or persons assigned such right shall abide by these House Rules, and the owner or designated agent as applicable shall assume the responsibility for the user's conduct. A unit owner or such owner's designated agent must notify the Managing Agent of the identity of the assignee together with such assignee's vehicle description, and length of anticipated use and such other information as the Managing Agent shall reasonably request.

"8. The Parking Pool system shall be designed so that parking stalls will be available for use at all times desired by the residents of the residential units in the Condominium and the owners of units in the Condominium (or

renters from such unit owners) to the extent of the residents' or unit owners' Entitled Amount of Parking Stalls.

"9. The Managing Agent shall institute a program (the "**Parking Rental Program**") to permit rental of parking units and parking stalls to third parties or occupants of the Condominium on a monthly basis (no daily basis) at market rates (initially, $50 per month for compact automobiles and $60 per month for regular sized automobiles), and owners may elect to rent their parking unit or limited common element parking stall through such Parking Rental Program. All income from the Parking Rental Program shall first be paid to the Declarant up to the amount of the Rental Income to Declarant as provided in the Declaration; and the balance of the income from the Parking Rental Program after payment of the Rental Income to Declarant shall be payable to the owners who have elected to rent their parking unit or limited common element parking stall through the Parking Rental Program; with such balance divided in equal amounts per parking unit and limited common element parking stall submitted to the Parking Rental Program. The number of parking stalls rented in the Parking Rental Program will be limited to the number of stalls being offered for such rental by the owners of parking stalls. Any unit owner (other than Declarant) that rents his or her parking stall shall pay to the Managing Agent a monthly garage administrative fee (the "**Garage Administrative Fee**") equal to: (A) six percent (6%) of the rental income from the rental of the parking unit or parking stall if the owner leases the parking unit or parking stall directly to the renter; or (B) eight (8%) of the rental income from the rental of the parking unit or parking stall if the owner leases the parking unit to a renter through the Parking Rental Program. Such charge shall be included in every monthly rental agreement.

"10. The Association shall have the right to use six (6) unreserved stalls in the Parking Pool without charge during the hours of 6:00 a.m. to 6:00 p.m. for Condominium employees working at the Condominium during those hours.

"11. In the event that the Parking Pool system is discontinued, as provided in the Declaration, each residential unit owner will thereafter take possession of the individual parking stall assigned and conveyed with such owner's residential unit and said stall shall be used as a limited common element appurtenant to the designated residential unit, reserved for its exclusive use in a manner not inconsistent with these House Rules, the Bylaws of the Association, the Declaration, or any other rules established by the Association of Unit Owners from time to time. Each parking unit owner will thereafter take possession of the individual parking unit conveyed to such owner and said stall shall be reserved for its exclusive use in a manner not inconsistent with these House Rules, the Bylaws of the

Association, the Declaration, or any other rules established by the Association of Unit Owners from time to time."

(g) Paragraph IV.I of the House Rules states as follows:

"I. The Declarant shall have the reserved and exclusive use of the parking units owned by Declarant and the reserved and exclusive use of all parking stalls that are appurtenant to residential units owned by Declarant, subject to these House Rules. All Declarant's stalls will be marked "Reserved". The Association will issue to the Declarant one access card to the Parking Structure for each parking unit owned by Declarant and each parking stall appurtenant to a residential unit owned by Declarant. Declarant shall have the right to use or rent any or all such stalls to any person or persons for any time periods, and shall not be liable to pay the Garage Administrative Fee unless Declarant, in its sole and absolute discretion, elects to have the Managing Agent rent any of Declarant's parking stalls as part of the Parking Rental Program or a separate parking rental program of Declarant's stalls. Such election will entitle Declarant to all "Rental Income to Declarant" as provided in the Declaration. Without limiting the foregoing, Declarant shall have the right to rent any or all Declarant's parking stalls that Declarant has not submitted to the Parking Rental Program to a car dealer for storage of the dealer's automobiles, or for other parking uses such as parking of boats, equipment on wheels, trailers, etc. Declarant shall give to the Association thirty (30) days prior notice of any election to submit or withdraw any of Declarant's parking stalls to or from the Parking Rental Program. For any month that Declarant elects to submit any of its parking stalls to the Parking Rental Program, rental income from the Parking Rental Program, less the Garage Administrative Fee, for that month will first be paid to Declarant in an amount equal to the prevailing monthly rate per stall for rental of parking stalls in the Parking Rental Program, multiplied by the number of Declarant's stalls in such Program for that month (pro rated for any partial month), and the balance will be payable to other owners in the Parking Rental Program.

EXHIBIT "N"

Information Regarding Pets

Article V, Section 13 of the Bylaws states as follows:

"13. Pets. No animals of any kind whatsoever shall be allowed or kept in any part of the Condominium by the unit owners and occupants, except. (a) certified guide dogs, signal dogs other animals upon which disabled owners, tenants or guests depend for assistance; (b) aquarium fish, or (c) one common house pet per unit, limited to a dog, cat, bird, turtle or guinea pig, no larger than 20 pounds at maturity. The pet shall be able to be transported in a container (luggage, bag, cage, hand bag, etc) that prevents the pet from walking or flying, once outside of the unit and in common areas of the project. All pet owners should make inquiry into the rules and regulations for the private park usage for pets on the golf course side of the Condominium.

"Each owner of a unit with any animal (except aquarium fish) shall immediately register the animal with the Managing Agent and obtain and maintain a liability insurance policy with limits of at least $100,000. The owner will provide to the Managing Agent annually, a certificate of such insurance. In no event shall the Board, the Association or the Managing Agent be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any owner's, occupant's or guest's pet, guide dog, signal dog or other animal. By acquiring an interest in a unit in the Project, each owner agrees to indemnify, defend and hold harmless the Board, the Association and the Managing Agent against any claim or action at law or in equity arising out of or in any way relating to such owner's, occupant's or guest's pet, guide dog, signal dog or other animal.

"No owner, occupant or guest shall permit his pet to be exercised outside of the owner's unit nor to produce or cause any waste or unsanitary material or condition anywhere on the common elements, and any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such owner, occupant or guest. All animal waste must be securely wrapped and disposed of in a specific refuse container designated by the Managing Agent or the Board. A monthly fee determined by the Board (initially $1.00) will be separately assessed all owners of animals (other than aquarium fish) for handling of animals' waste bags. House pets shall not be kept, bred or used for any commercial purpose nor allowed in the common elements except when in transit and carried in a cage (enclosed on four sides). House pets shall not be allowed on the unit lanais without supervision.

"Any house pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any owner, tenant or guest may be ejected from the Condominium on the demand of the Managing Agent; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejectment. Any births from animals must be removed within three months so that the number of house pets is reduced to one.

"Certified guide dogs, signal dogs, or other animals upon which disabled owners, tenants or guests depend for assistance shall be permitted to be kept by such owners, tenants and guests in their respective units and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by their owners while present upon the common elements. If such a certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, tenant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejectment of the animal from the Condominium. Ejectment will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Condominium for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, tenants or guests.

"Subject to the foregoing, the Board in its discretion may promulgate rules and regulations for the fining of an owner and/or eviction of any pet which constitutes a nuisance to the Condominium or its owners.