

**DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME	MOANA VISTA
Project Address	1015 Kapiolani Boulevard, Honolulu, Hawaii 96814
Registration Number	6708
Effective Date of Report	December 4, 2008
Developer(s)	KC RAINBOW II, LLC

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. This project was originally registered with the Real Estate Commission of the State of Hawaii under Chapter 514A, HRS, as Registration No. 5964. This public report is issued under Chapter 514B, HRS, as a new registration.
2. In accordance with the requirements of Section 514B-86(a)(A)(ii), the Developer hereby gives notice to all purchasers and prospective purchasers that a copy of the Condominium Map for the Project is available for examination at the Developer's sales office, 1015 Kapiolani Boulevard, Honolulu, Hawaii 96814.
3. The Developer hereby gives notice that purchasers of residential units on the 48th floor will have the options of (i) having the Developer complete the unit with standard wall and floor finishings, or (ii) accepting the unit in a partially finished condition, where the interior walls will be primed but not painted or covered, and the floors will be uncovered bare concrete. The Developer is providing this latter option to allow design flexibility to purchasers of the 48th floor units. Purchasers who choose to accept a 48th floor unit in partially finished condition will be responsible, at their sole cost and expense, for finishing the unit and shall be required, prior to occupancy of the unit, to install floor coverings that meet the requirements of section 11.3(f) of the Declaration. All such finishing work must be done in accordance with all of the applicable restrictions, conditions and requirements of the Declaration and Bylaws pertaining to alterations and additions to units, including (but not limited to) section 11.3 of the Declaration, which is reproduced in Exhibit "C" attached to this public report.

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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	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	1015 Kapiolani Boulevard, Honolulu, Hawaii 96814
Address of Project is expected to change because	A new street address will be assigned when final building permits are issued
Tax Map Key (TMK)	(1) 2-3-003-072, -084, -088 and -102
Tax Map Key is expected to change because	N/A
Land Area	101,533 square feet (subject to change: see Exhibit "G")
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A

1.2 Buildings and Other Improvements

Number of Buildings	1 (residential tower on top of mixed use pedestal)
Floors Per Building	46 (5 in pedestal and 41 in residential tower)
Number of New Building(s)	1
Number of Converted Building(s)	None
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Steel, aluminum, concrete, glass and allied building materials

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".						

564	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:	913 (including 46 Parking Units containing 58 stalls)
Number of Guest Stalls in the Project:	16 (for guests of residential units only)
Number of Parking Stalls Assigned to Each Unit:	Res: 1 or 2; Comm. & Ind: shared (see Exhibit "A")
Attach Exhibit <u>"A"</u> 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 <u>"G"</u> and section 10 of the Declaration.	
All Owners, including Developer, can transfer limited common element parking stalls among units. See section <u>10</u> of Declaration.	

1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit <u>"B"</u>

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 <u>"C"</u>

1.7 Common Interest

<u>Common Interest:</u> 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 <u>"A"</u>
As follows:

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

<input checked="" type="checkbox"/>	Swimming pool (Residential Units only)
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input checked="" type="checkbox"/>	Recreation Area (Residential Units only)
<input checked="" type="checkbox"/>	Trash Chute/Enclosure(s)
<input checked="" type="checkbox"/>	Exercise Room (fitness center) (Residential Units only)
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): kitchenette, outdoor showers, restrooms, pavilion (Residential Units only)

1.9 Common Elements

<p><u>Common Elements:</u> 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.</p>	
<p>Described in Exhibit "<u>D</u>".</p>	
<p>Described as follows:</p>	
Common Element	Number
Elevators	4
Stairways	3
Trash Chutes	1

1.10 Limited Common Elements

<p><u>Limited Common Elements:</u> 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.</p>
<p>Described in Exhibit "<u>E</u>".</p>
<p>Described as Follows:</p>

1.11 Special Use Restrictions

<p>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.</p>	
<input checked="" type="checkbox"/>	Pets: Restrictions on pets: See Exhibit "J"
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: General restrictions on use of Units: See Exhibit "J"
<input type="checkbox"/>	There are no special use restrictions.

1.12 Encumbrances Against Title

<p>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).</p>
<p>Exhibit "F-1" describes the encumbrances against title contained in the title report described below.</p>
<p>Date of the title report: August 29, 2008; revised September 9, 2008</p>
<p>Company that issued the title report: Title Guaranty of Hawaii, Inc.</p>

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
<input checked="" type="checkbox"/>	Residential	492	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: MUZ-C
<input checked="" type="checkbox"/>	Commercial	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: MUZ-C
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Industrial	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: MUZ-C
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Other (specify): Parking	46	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: MUZ-C
<input checked="" type="checkbox"/>	Other (specify): Storage	19	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: MUZ-C
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Describe any variances that have been granted to zoning code.				

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots
<p>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.</p> <p>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.</p> <p>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.</p>

	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>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:</p>
--

1.15 Conversions

<p>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</p>	<p><input type="checkbox"/> Applicable</p> <p><input checked="" type="checkbox"/> Not Applicable</p>
<p>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:</p>	
<p>Developer's statement of the expected useful life of each item reported above:</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p>	
<p>Estimated cost of curing any violations described above:</p>	

<p>Verified Statement from a County Official</p>
<p>Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either:</p>
<p>(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:</p> <ul style="list-style-type: none"> (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; <p style="text-align: center;">or</p>
<p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>
<p>Other disclosures and information:</p>

1.16 Project in Agricultural District

<p>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.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation.</p>	
<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.</p>	
<p>Other disclosures and information:</p>	

1.17 Project with Assisted Living Facility

<p>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS? If answer is "Yes", provide information below.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.</p>	
<p>The nature and the scope of services to be provided.</p>	
<p>Additional costs, directly attributable to the services, to be included in the association's common expenses.</p>	
<p>The duration of the provision of the services.</p>	
<p>Other possible impacts on the project resulting from the provision of the services.</p>	
<p>Other disclosures and information.</p>	

2. PERSONS CONNECTED WITH THE PROJECT

<p>2.1 Developer(s)</p>	<p>Name: KC Rainbow II, LLC</p> <p>Business Address: c/o KC Realty, LLC 1296 Kapiolani Blvd., Suite 2 Honolulu, Hawaii 96814</p> <p>Business Phone Number: (808) 597-1088</p> <p>E-mail Address: N/A</p>
<p>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).</p>	<p>The members of KC Rainbow II, LLC, are Evershine X, a California limited partnership, and KCR Development II, LLC, a California limited liability company. KCR Development II, LLC, is the manager of KC Rainbow II, LLC. Shiu Leung Chan is the President and Managing Member of KCR Development II, LLC.</p>
<p>2.2 Real Estate Broker</p>	<p>Name: KC Realty, LLC</p> <p>Business Address: 1015 Kapiolani Boulevard Honolulu, Hawaii 96814</p> <p>Business Phone Number: (808) 597-1068</p> <p>E-mail Address: N/A</p>
<p>2.3 Escrow Depository</p>	<p>Name: Title Guaranty Escrow Services, Inc.</p> <p>Business Address: 235 Queen Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-0211</p>
<p>2.4 General Contractor</p>	<p>Name: Hawaiian Dredging Construction Company, Inc.</p> <p>Business Address: 201 Merchant Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 735-3211</p>
<p>2.5 Condominium Managing Agent</p>	<p>Name: Hawaiiana Management Company, Ltd.</p> <p>Business Address: 711 Kapiolani Boulevard, Suite 700 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 593-9100</p>
<p>2.6 Attorney for Developer</p>	<p>Name: Brooks Tom Porter & Quitiquit, LLP (Attn: Edward R. Brooks & Jeffrey D. Watts)</p> <p>Business Address: 841 Bishop Street, Suite 2125 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 526-3011</p>

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 and Bureau of Conveyances	September 26, 2008	L.Ct. 3793547 Bureau 2008-151496

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
None		

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 and Bureau of Conveyances	September 26, 2008	L.Ct. 3793548 Bureau 2008-151497

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
None		

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	1970
Bureau of Conveyances Map Number	4715
Dates of Recordation of Amendments to the Condominium Map: None	

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	<input type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input checked="" type="checkbox"/>	September 26, 2008
Developer does not plan to adopt House Rules	<input type="checkbox"/>	

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

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	<p>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:</p> <p style="text-align: center;">See Exhibits "<u>G</u>" and "<u>K</u>".</p>

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):	
<input checked="" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	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 "H" 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:	
<input checked="" type="checkbox"/>	Electricity for the common elements
<input checked="" type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water for the common elements and units
<input checked="" type="checkbox"/>	Sewer for the common elements and units
<input checked="" type="checkbox"/>	TV cable for the common elements only
<input checked="" type="checkbox"/>	Other (specify): telephone for common elements; refuse collection for common elements and units

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:	
<input checked="" type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV cable to residential units only*
<input checked="" type="checkbox"/>	Other (specify) Internet and digital telephone service to residential units only*

*TV cable, internet and digital telephone service will be provided to each residential unit as a bundled utility package and billed by the provider to the Association at a negotiated flat rate that may be adjusted from time to time. Each Unit that is designed to receive such utilities or services shall be charged an equal share of the flat rate charged by the provider to the Association.

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit "I" contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: July 1, 2008 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit "I" contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	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.

<input checked="" type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
<input checked="" type="checkbox"/>	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.

<input checked="" type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units. (See page 13a)
<input type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

<u>Type of Lien</u>	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance

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 page 13a

Appliances:

See page 13a

5.3 Blanket Liens (Continued)

As of the effective date of this Public Report, there are no blanket liens affecting title to any part of the Project. However, the Developer will subsequently obtain a construction loan and will secure the loan by placing a blanket mortgage on the entire Project. This mortgage will be a blanket lien that may affect title to the individual Units.

When the Developer places a blanket mortgage on the Project, the Buyer's interest under a sales contract will be subordinate to the interest of the mortgagee under such mortgage. This means, among other things, that if the Developer defaults under the mortgage, the mortgagee may take over the Project, cancel the sales contracts and refund the Buyer's deposits, less escrow cancellation fees, and the Buyer shall have no further interest in the Project.

5.4 Construction Warranties (Continued)

Building and Other Improvements: The Units are being sold in "As Is" condition and the Developer makes no warranties or representations about the condition of the Units and the Project except for warranties of title that will be contained in the Unit Deeds and the limited warranties contained in the Sales Contract. Section F.7(a) of the Sales Contract provides that the closing date of the sale of the Unit shall constitute the assignment by the Developer (as "Seller" under the Sales Contract) to Buyer of any and all warranties given the Developer by the general contractor for the Project (the "Contractor") and by any subcontractor or materialmen, including the Contractor's guarantee of materials and workmanship against faulty or deficient materials installed for a period of one (1) year after "substantial completion" of the Unit, as defined in the construction contract for the Project, and the benefit of such warranties shall accrue to Buyer on closing without further instruments or documents. The Developer agrees to cooperate with Buyer during the effective period of any such warranties in asserting any claims based on such warranties. The Sales Contract requires Buyer to acknowledge that the Developer has made no other warranties, express or implied, with respect to the design, condition, workmanship, materials, value or use of the Project, the Unit or any common elements or anything thereon or therein.

Appliances: The Developer, not being the manufacturer of the furnishings and appliances that will be included with the Unit, nor the manufacturer's agent, disclaims any express or implied warranty of any kind whatsoever with respect to such furnishings and appliances, including the merchantability of such furnishings and appliances or their fitness for any particular purpose. However, the Buyer shall have the benefit of any existing manufacturer's or dealer's warranties covering such furnishings and appliances to the extent that such warranties are transferable to the Buyer.

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

<p>Status of Construction:</p> <p>Construction commenced in March 2007. Construction is estimated to be completed in June 2010.</p>
<p>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.</p>
<p>Completion Deadline for any unit not yet constructed, as set forth in the sales contract:</p> <p>Five years from the "Effective Date" (as defined in the Sales Contract).</p>
<p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:</p> <p>N/A</p>

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

<input type="checkbox"/>	<p>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.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p>
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5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

<p>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):</p>	
<input checked="" type="checkbox"/>	<p>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</p>
<input type="checkbox"/>	<p>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.</p>

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

<p>Box A</p> <p><input type="checkbox"/></p>	<p>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.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><u>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.</u></p>
<p>Box B</p> <p><input checked="" type="checkbox"/></p>	<p>The Developer has <u>not</u> 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.</p> <p>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 <u>Important Notice Regarding Your Deposits</u> 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, <u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u> (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.</p> <p>You should understand that, although the <u>Important Notice Regarding Your Deposits</u> 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.</p>

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 (and any amendments or restatements)
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	Other:

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent, if any. The Condominium Property Regime law (Chapter 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access rules: www.hawaii.gov/dcca/har

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

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

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

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

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
- (4) The purchaser does at least one of the following:
 - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

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

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

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

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

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

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

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

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

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

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

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

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

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

6.1. **HUD Registration.** The Developer has submitted an application to the U.S. Department of Housing and Urban Development, Office of Interstate Land Sales Registration ("HUD"), to register the Project under the federal Interstate Land Sales Full Disclosure Act. When the Project is finally registered with HUD, all purchasers of units will receive, in addition to this Public Report and all amendments hereto, a separate property report that is required by HUD. **EACH BUYER IS HEREBY PUT ON NOTICE THAT THE PROJECT WILL BE REGISTERED WITH HUD, AND REGISTRATION WITH HUD WILL NOT BE OR BE DEEMED TO BE A "MATERIAL CHANGE" TO THE PROJECT UNDER CHAPTER 514B, HRS.**

6.2. **Sales in Increments.** The various Units in the Project may be offered for sale at different times. Sales prices and terms for substantially similar Units offered at one time may vary and may be more or less favorable than sales prices and terms for substantially similar Units offered at a different time. The Sales Contract for each Unit requires the buyer to release the seller from any claims that arise due to the buyer's Unit being offered at a different sales price and/or on different terms than other Units in the Project, and to waive any right to require any change in any of the terms and conditions of the Sales Contract on account of such differences.

6.3. **Mold.** Climatic conditions in Hawaii are conducive to the growth of mold and other types of potentially irritating or harmful growths (collectively "Mold"). By signing a Sales Contract, the buyer will acknowledge that the buyer understands that Mold can be irritating or harmful to the respiratory tract of certain individuals and can cause deterioration of property. By acquiring a Unit, the buyer will thereby assume the risk that Mold may be present from time to time in the Unit or elsewhere at the Project and the buyer will be required to waive any rights, claims or actions the buyer may have or acquire against the Developer as a result of or in any way related to Mold in the Unit or elsewhere at the Project, and the buyer will further be required to agree to indemnify and hold harmless the Developer, the Developer's employees, agents, successors and assigns from any and all loss (including but not limited to economic loss), cost, expense, harm, injury or damage to person or property that the buyer or any of the buyer's family members, assigns, tenants, lessees, servants, guests, invitees, licensees, agents, employees, or any other person who may use or occupy the Unit or the Project by, through, or under the buyer may suffer as a result of the presence of Mold in the Unit or anywhere else at the Project.

6.4. **Security Disclaimer.** By signing a Sales Contract, the buyer will acknowledge that the buyer understands and accepts that neither the Association nor the Developer shall in any way be considered insurers or guarantors of security within the Project, and neither the Association nor the Developer shall be held liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of any security measures undertaken. All owners, tenants, guests, and invitees of any owner, shall be deemed to acknowledge that the Association, its Board of Directors, the Developer (and any committees established by any of the foregoing entities) are not insurers and that each owner, tenant, guest, and invitee assumes all risk of loss of damage to persons, to units, and to the contents of units, and further acknowledge that the Developer, the Developer's representatives and real estate agents, the Association, the Board of Directors, and the committees have made no representations or warranties relative to any security measures recommended or undertaken.

6.5. **Mixed Use Project.** By signing a Sales Contract, the buyer will acknowledge that the buyer understands and accepts that the Project is a mixed-use condominium containing some non-residential units as well as residential units. Although the Declaration and applicable zoning impose various restrictions on the use of the non-residential units, some permitted uses may contribute to pedestrian and/or vehicular traffic on the common elements and noise or other disturbances at certain hours beyond what would be considered normal in a project that contained no non-residential units. By signing a Sales Contract, the buyer will acknowledge that the buyer has determined the proximity of the buyer's Unit to any non-residential unit(s) and accepts the risk that some permitted uses of the non-residential units (including the lawful and permitted presence and activities at the Project of non-resident employees, customers or patrons of the businesses operated in some of the non-residential units) may cause noise, odors, congestion and/or other conditions that could be considered annoyances, nuisances

or disturbances. By acquiring a unit, the buyer will be required to waive any rights, claims or actions the buyer may have or acquire against the Developer as a result of or in any way related to the existence of the non-residential units and/or the uses to which they are put, regardless of whether such uses are or are not permitted by the Declaration; and the buyer will further be required to agree to indemnify and hold harmless the Developer, the Developer's employees, agents, successors and assigns from any and all loss (including but not limited to economic loss), cost, expense, harm, injury or damage to person or property that the buyer or any of the buyer's family members, assigns, tenants, lessees, servants, guests, invitees, licensees, agents, employees, or any other person who may use or occupy the unit or the Project by, through, or under the buyer may suffer as a result of the presence of the non-residential units or their use.

6.6. Development Agreement and Assessments. The Project is located within the Kakaako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority ("HCDA"). The Project will be developed subject to and in accordance with the terms of various permits and agreements by and/or between the Developer and HCDA, including (but not limited to) a development agreement that has been or will be recorded in the Land Court and in the Bureau (the "Development Agreement"). The Development Agreement requires or will require (among other things) that the Project shall participate (together with other properties) in the HCDA District-Wide Improvement Program for the Kakaako District, and that the Project shall be subject to assessments for the Project's pro rata share of the cost of improvements which may, in the future, be necessarily undertaken in the vicinity of the Project under HCDA or other government agency improvement programs. The Project will be assessed under the same methods and in the same manner as other properties in the area. By signing and accepting a deed to a unit, the buyer shall thereby acknowledge and agree that the Association shall have the right and the obligation to assess the individual unit owners (including the buyer), according to the common interests appurtenant to their units, for all costs and expenses that may from time to time be assessed against the Project in accordance with the terms of the Development Agreement.

6.7. Mauka Area Rules and Planned Development Permit. The development and use of the Project are subject to the terms of the HCDA's Mauka Area Rules for the Kakaako Community Development District (the "Mauka Area Rules") and the Kakaako Community Development District Plan (the "Development District Plan"). As a condition to the development of the Project, the Developer obtained Planned Development Permit PD 2-05, dated April 4, 2007 (the "Planned Development Permit"), governing various aspects of the development of the Project, such as compliance with or exemptions from certain development limitations and/or restrictions contained in the Mauka Area Rules. By signing and accepting a deed to a unit, the buyer shall thereby acknowledge and agree that the Developer has reserved various rights (more particularly described in the Declaration, the Sales Contract and in Exhibit "G" attached to this Public Report) to do such things as may be required in connection with the development of the Project in accordance with the Development Agreement, the Planned Development Permit and/or the Mauka Area Rules, and to comply with all applicable permits, laws, rules, ordinances and other governmental requirements that pertain to the Project.

6.8. Construction Effects. The future development of and construction of improvements on land adjacent to or in the vicinity of the Project may cause noise, dust, vibrations, traffic congestion and/or other inconveniences or nuisances related to such development and construction (the "Construction Effects"). By signing and accepting a deed to a unit, the buyer will accept the Construction Effects and waive any claims or rights of action or suits against the Developer or the Developer's successors and assigns arising from any impairment of the buyer's use and enjoyment of the unit or the Project, or from any inconvenience, property damage or personal injury arising directly or indirectly from the Construction Effects.

6.9. Future Road Widening. The Project's Land is subject to certain set backs for possible future road widening purposes. Accordingly, the Developer may be required at some time in the future (and has reserved the right in the Declaration) to consolidate some or all of the individual lots comprising the Project's land and resubdivide the land and withdraw from the Project the portion that is required for road widening. The Project's current land contains an area of approximately 101,533 square feet. In the event that the Project's land is consolidated and resubdivided and a portion is withdrawn from the Project for road widening purposes, the Project's land will contain an area of approximately 92,750 square feet, more or less. SEE EXHIBIT "K".

6.10. Post-Tension Concrete. The concrete components of the units and the Project's building have been built using a post-tension concrete system (the "System"). The System involves placing steel cables under high tension in the concrete slab foundation located beneath each unit. By signing and accepting a deed to a unit, the buyer will thereby acknowledge and accept that one of the effects of using a post-tension concrete method of construction is that concrete surfaces may experience non-structural, cosmetic cracking that may be visible to owners and require cosmetic repairs. The buyer is hereby put on notice that attempts to alter or pierce a unit's foundation slab could damage the integrity of the System and/or cause serious injury or damage to persons and property. By signing and accepting a deed to a unit, the buyer will thereby covenant and agree to and with the Developer (i) not to cut into or otherwise tamper with the unit's concrete slab foundation, (ii) not to knowingly permit or allow any other person to cut into or tamper with the unit's concrete slab foundation, (iii) to disclose to any tenant, lessee or subsequent purchaser of the unit the existence of the System and the terms of section 11.3(h) of the Declaration, and (iv) to indemnify and hold harmless the Developer for any damage or injury resulting from or arising in connection with the alteration of the unit's concrete slab foundation by the buyer or any employee, agent, family member, contractor or other person acting under the authority of the buyer.

6.11. Waimanu Street. Access to the Project will be provided from Kapiolani Boulevard, a public roadway, and Waimanu Street, a privately owned roadway. Sewer and storm drain service to the Project will also be provided through pipelines and improvements installed or to be installed beneath the surface of Waimanu Street. Historically, both the surface of Waimanu Street and lands beneath the surface have been used by the public and the owners of lands abutting or in the vicinity of Waimanu Street for access and underground utility purposes, and the City and County of Honolulu (the "City and County"), through its various departments and agencies, has historically maintained and repaired the surface of Waimanu Street and the underlying utility installations. However, as of the date of recordation of the Declaration and Bylaws, there were no formal agreements or arrangements with the owner of Waimanu Street for the continued use of the surface and lands underlying the surface of Waimanu Street for such purposes or for any other purposes, and the City and County had not provided the Developer with formal assurances that the City and County will continue to maintain and repair the surface of Waimanu Street and the utility installations below the surface in the future. In the event that the City and County ceases to maintain and repair Waimanu Street and the underlying utility installations, the Association may become responsible (possibly together with the owners of other properties in the vicinity who use Waimanu Street and the underground installations) for paying a portion of the costs of such maintenance and repair, and the Association's share of such costs would be added to the common expenses of the Project assessed against each unit. However, in that event there may also be a reduction in common expenses or direct charges to the unit owners for amounts that were otherwise payable to the City and County for the costs of such maintenance and repair.

6.12. Reserved Housing. The Mauka Area Rules require that the Developer reserve up to 20% of the units in the Project (to be selected later by the Developer and the HCDA) for purchase or rental by persons who meet certain eligibility requirements as determined by the HCDA. The requirements include (but are not limited to) residency requirements and income and asset limits. The Developer plans to meet this requirement by offering the reserved housing units for rental under the terms and conditions specified by HCDA. However, the Developer also reserves the right to offer these units for purchase by those who meet HCDA's eligibility requirements. **IF THE BUYER WISHES TO PURCHASE A RESERVED HOUSING UNIT, THE BUYER SHOULD CONSULT WITH THE DEVELOPER TO DETERMINE IF RESERVED HOUSING UNITS HAVE BEEN SELECTED AND ARE BEING OFFERED FOR SALE AND TO DETERMINE APPLICABLE ELIGIBILITY REQUIREMENTS AND OWNERSHIP RESTRICTIONS FOR RESERVED HOUSING UNITS BEFORE SIGNING A SALES CONTRACT.**

6.13. Contractor Repair Act Notice. The Sales Contract contains the following notice:

CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY.

NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

6.14. Developer's Reserved Rights. The buyer is hereby put on notice that the Declaration contains reservations of certain rights and certain other provisions under which the buyer consents to certain actions by the Developer and others, and that such rights and provisions are summarized in Exhibits "G", "K" and "L" attached to this Public Report. **THE BUYER SHOULD REVIEW EXHIBITS "G", "K" and "L" AND THE DECLARATION VERY CAREFULLY BEFORE SIGNING A SALES CONTRACT.**

6.15. Early Conveyance to Pay Project Costs. Section 514B-93, HRS, permits the Developer to convey or lease Units before the completion of construction for the purpose of paying construction and related costs, provided that the Developer has submitted all information and documents required by law and the Commission, as set forth in Section 514B-93, HRS. As of the effective date of this Public Report, the Developer has not submitted all such information and documents required by law and the Commission, and, until all such information and documents are submitted, the Developer cannot convey or lease Units before the completion of construction to pay construction and related costs. However, the Developer hereby discloses that **UPON SUBMISSION OF ALL INFORMATION AND DOCUMENTS REQUIRED BY LAW AND THE COMMISSION AS SET FORTH IN SECTION 514B-93, HRS, THE DEVELOPER MAY DECIDE TO CONVEY OR LEASE UNITS BEFORE THE COMPLETION OF CONSTRUCTION TO PAY CONSTRUCTION AND RELATED COSTS IN ACCORDANCE WITH SECTION 514B-93, HRS.**

If the Developer later submits all information and documents required by law and the Commission for the conveyance or leasing of Units before completion of construction to pay construction and related costs, 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 following **Important Notice Regarding Your Funds** will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report:

Important Notice Regarding Your Funds: Payments that you make under your sales contract for the purchase of the unit may be disbursed upon closing of your purchase to pay for project costs, including 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 payments are disbursed to pay project costs and the project is not completed, there is a risk that your payments will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.

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 above.) If the Developer decides not to convey or lease Units before the completion of construction to pay construction and related costs, the Developer does not need to amend this report.

You should understand that, although the **Important Notice Regarding Your Funds** 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.

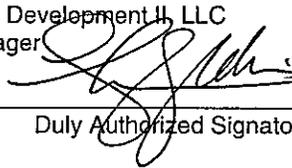
The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located,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

KC Rainbow II, LLC
Printed Name of Developer

By KCR Development II, LLC
Its Manager

By: 
Duly Authorized Signatory*

Sept. 26, 2008
Date

Shiu Leung Chan, its President and Managing Member
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

DESCRIPTION OF UNITS

The Project contains Residential Units and four different types of non-residential Units, designated herein as Parking Units, Storage Units, Commercial Units and Industrial Units. The different types of Units are more particularly described as follows:

RESIDENTIAL UNITS:

The Project contains four hundred ninety-two (492) Residential Units. The Residential Units are divided into eighteen (18) different types, designated herein and on the Condominium Map as Types A, AR, B, BR, C, CR, D, DR, E, ER, F, FR, PA, PAR, PE, PER, PF, PFR. The different types of Residential Units are described below. The Residential Units are located on floors numbered 6 through 12 and 15 through 48. There are no floors numbered 13 and 14.

Types A and AR Units: The Project contains thirty-eight (38) Type A Units and thirty-eight (38) Type AR Units. Each Type A and AR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen/dining area, and a living room. The approximate net living area of each Type A and Type AR Unit is as shown below.

Types B and BR Units: The Project contains forty-one (41) Type B Units and forty-one (41) Type BR Units. Each Type B and BR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen/dining area, and a living room. The approximate net living area of each Type B and BR Unit is as shown below.

Types C and CR Units: The Project contains forty-one (41) Type C Units and forty-one (41) Type CR Units. Each Type C and CR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen/dining area, and a living room. The approximate net living area of each Type C and CR Unit is as shown below.

Types D and DR Units: The Project contains forty-one (41) Type D Units and forty-one (41) Type DR Units. Each Type D and DR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room, and a den. The approximate net living area of each Type D and DR Unit is as shown below.

Types E and ER Units: The Project contains thirty-eight (38) Type E Units and thirty-eight (38) Type ER Units. Each Type E and ER Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a den. The approximate net living area of each Type E and ER Unit is as shown below.

Types F and FR Units: The Project contains thirty-eight (38) Type F Units and thirty-eight (38) Type FR Units. Each Type F and FR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a den. The approximate net living area of each Type F and FR Unit is as shown below.

Types PA and PAR Units: The Project contains three (3) Type PA Units and three (3) Type PAR Units. Each Type PA and PAR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen/dining area, and a living room. The approximate net living area of each Type PA and Type PAR Unit is as shown below.

Types PE and PER Units: The Project contains three (3) Type PE Units and three (3) Type PER Units. Each Type PE and PER Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a den. The approximate net living area of each Type PE and PER Unit is as shown below.

Types PF and PFR Units: The Project contains three (3) Type PF Units and three (3) Type PFR Units. Each Type PF and PFR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a den. The approximate net living area of each Type PF and PFR Unit is as shown below.

PARKING UNITS:

The Project contains forty-six (46) Parking Units. Each Parking Unit is either a single covered compact or regular sized parking stall or a covered pair of tandem parking stalls. The numbers of regular sized single Parking Units are preceded herein and on the Condominium Map by "PA", the numbers of compact single Parking Units are preceded by "PAC" and the numbers of handicap size single Parking Units are preceded by "PAH". The numbers of the Parking Units that are pairs of tandem stalls are double numbers separated by a comma. Each of the components of the double number begins with "PAT" for a standard sized tandem stall or "PATC" for a compact sized tandem stall. Notwithstanding differences in the sizes of the Parking Units, all single stall Parking Units have a 0.0326% common interest and all Parking Units that are pairs of tandem stalls have a 0.0654% common interest. The Parking Units are located on floors numbered 1 through 5.

STORAGE UNITS:

The Project contains nineteen (19) Storage Units. Each Storage Unit is an enclosed space with a door. The Storage Units vary in size from approximately 47 square feet to approximately 133 square feet. For purposes of assigning common interests, the Storage Units are deemed to be of two types: those with net floor areas of 85 square feet or less, and those with net floor areas greater than 85 square feet. The numbers of the Storage Units are preceded herein and on the Condominium Map by "SA". The Storage Units are located on floors numbered 1 through 5.

COMMERCIAL UNITS:

The Project contains two (2) Commercial Units. Each Commercial Unit is an unimproved enclosed space with a door. The Commercial Units also have windows. Commercial Unit 1 (designated on the Condominium Map and elsewhere in this Exhibit as "Comm 1") has an approximate net floor area of 414 square feet and Commercial Unit 2 (designated on the Condominium Map and elsewhere in this Exhibit as "Comm 2") has an

approximate net floor area of 8,867 square feet. The Commercial Units are located on floor number 1. The Commercial Units may be combined or subdivided into different sized units but their total common interest will remain the same.

INDUSTRIAL UNITS:

The Project contains five (5) Industrial Units. Each Industrial Unit is an unimproved enclosed space with a door. The Industrial Units vary in size from approximately 123 square feet to approximately 993 square feet and are designated herein and on the Condominium Map by "Ind" followed by a number. The Industrial Units are located on floor number 1.

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

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RESIDENTIAL UNITS:

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
601	A	728	UT5159,UT5174	0.1607%
602	B	749	UT5160,UT5173	0.1654%
603	C	798	T4166,T4179	0.1762%
604	D	986	T5057,T5117	0.2177%
605	E	899	T5058,T5116	0.1985%
606	F	1,033	T5059,T5115	0.2280%
607	FR	1,033	T5060,T5114	0.2280%
608	ER	899	T5061,T5113	0.1985%
609	DR	986	T5062,T5112	0.2177%
610	CR	798	T4167,T4178	0.1762%
611	BR	749	UT5161,UT5172	0.1654%
612	AR	728	UT5162,UT5171	0.1607%
701	A	728	UT5155,UT5178	0.1607%
702	B	749	UT5156,UT5177	0.1654%
703	C	798	T4164,T4181	0.1762%
704	D	986	T5152,T5181	0.2177%
705	E	899	T5153,T5180	0.1985%
706	F	1,033	T5154,T5159	0.2280%
707	FR	1,033	T5054,T5120	0.2280%
708	ER	899	T5055,T5119	0.1985%
709	DR	986	T5056,T5118	0.2177%
710	CR	798	T4165,T4180	0.1762%
711	BR	749	UT5157,UT5176	0.1654%
712	AR	728	UT5158,UT5175	0.1607%
801	A	728	UT5163,UT5170	0.1607%
802	B	749	C5110	0.1654%
803	C	798	T4162,T4183	0.1762%
804	D	986	T5146,T5187	0.2177%
805	E	899	T5147,T5186	0.1985%
806	F	1,033	T5148,T5185	0.2280%
807	FR	1,033	T5149,T5184	0.2280%
808	ER	899	T5150,T5183	0.1985%
809	DR	986	T5151,T5182	0.2177%
810	CR	798	T4163,T4182	0.1762%
811	BR	749	C5111	0.1654%
812	AR	728	UT5164,UT5169	0.1607%
901	A	728	UT5165,UT5168	0.1607%
902	B	749	C5099	0.1654%

EXHIBIT "A"

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
903	C	798	T4158,T4187	0.1762%
904	D	986	T5140,T5193	0.2177%
905	E	899	T5141,T5192	0.1985%
906	F	1,033	T5142,T5191	0.2280%
907	FR	1,033	T5143,T5190	0.2280%
908	ER	899	T5144,T5189	0.1985%
909	DR	986	T5145,T5188	0.2177%
910	CR	798	T4159,T4186	0.1762%
911	BR	749	C5100	0.1654%
912	AR	728	UT5166,UT5167	0.1607%
1001	A	728	C5121	0.1607%
1002	B	749	C5096	0.1654%
1003	C	798	T4156,T4189	0.1762%
1004	D	986	T5134,T5199	0.2177%
1005	E	899	T5135,T5198	0.1985%
1006	F	1,033	T5136,T5197	0.2280%
1007	FR	1,033	T5137,T5196	0.2280%
1008	ER	899	T5138,T5195	0.1985%
1009	DR	986	T5139,T5194	0.2177%
1010	CR	798	T4157,T4188	0.1762%
1011	BR	749	C5097	0.1654%
1012	AR	728	C5098	0.1607%
1101	A	728	C5078	0.1607%
1102	B	749	C5079	0.1654%
1103	C	798	T4154,T4191	0.1762%
1104	D	986	T5128,T5205	0.2177%
1105	E	899	T5129,T5204	0.1985%
1106	F	1,033	T5130,T5203	0.2280%
1107	FR	1,033	T5131,T5202	0.2280%
1108	ER	899	T5132,T5201	0.1985%
1109	DR	986	T5133,T5200	0.2177%
1110	CR	798	T4155,T4190	0.1762%
1111	BR	749	C5080	0.1654%
1112	AR	728	C5095	0.1607%
1201	A	728	C3105	0.1607%
1202	B	749	C3106	0.1654%

EXHIBIT "A"

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
1203	C	798	T4152,T4193	0.1762%
1204	D	986	T5122,T5211	0.2177%
1205	E	899	T5123,T5210	0.1985%
1206	F	1,033	T5124,T5209	0.2280%
1207	FR	1,033	T5125,T5208	0.2280%
1208	ER	899	T5126,T5207	0.1985%
1209	DR	986	T5127,T5206	0.2177%
1210	CR	798	T4153,T4192	0.1762%
1211	BR	749	C5074	0.1654%
1212	AR	728	C5075	0.1607%
1501	A	728	C3101	0.1607%
1502	B	749	C3102	0.1654%
1503	C	798	T4150,T4195	0.1762%
1504	D	986	T4143,T4202	0.2177%
1505	E	899	T4144,T4201	0.1985%
1506	F	1,033	T4145,T4200	0.2280%
1507	FR	1,033	T4146,T4199	0.2280%
1508	ER	899	T4147,T4198	0.1985%
1509	DR	986	T4148,T4197	0.2177%
1510	CR	798	T4151,T4194	0.1762%
1511	BR	749	C3103	0.1654%
1512	AR	728	C3104	0.1607%
1601	A	728	C4103	0.1607%
1602	B	749	C4104	0.1654%
1603	C	798	T4172,TC4173	0.1762%
1604	D	986	T4139,T4206	0.2177%
1605	E	899	T4140,T4205	0.1985%
1606	F	1,033	T4168,T4177	0.2280%
1607	FR	1,033	T4169,T4176	0.2280%
1608	ER	899	T4141,T4204	0.1985%
1609	DR	986	T4142,T4203	0.2177%
1610	CR	798	T4149,T4196	0.1762%
1611	BR	749	C4105	0.1654%
1612	AR	728	C4106	0.1607%
1701	A	728	C5083	0.1607%

EXHIBIT "A"

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
1702	B	749	C5091	0.1654%
1703	C	798	T4160,TC4185	0.1762%
1704	D	986	T4135,T4210	0.2177%
1705	E	899	T4136,T4209	0.1985%
1706	F	1,033	T4170,T4175	0.2280%
1707	FR	1,033	T4171,T4174	0.2280%
1708	ER	899	T4137,T4208	0.1985%
1709	DR	986	T4138,T4207	0.2177%
1710	CR	798	T4161,TC4184	0.1762%
1711	BR	749	C4101	0.1654%
1712	AR	728	C4102	0.1607%
1801	A	728	C5071	0.1607%
1802	B	749	C5032	0.1654%
1803	C	798	C5031	0.1762%
1804	D	986	T4131,T4214	0.2177%
1805	E	899	T4132,T4213	0.1985%
1806	F	1,033	T3172,TC3173	0.2280%
1807	FR	1,033	T4064,TC4118	0.2280%
1808	ER	899	T4133,T4212	0.1985%
1809	DR	986	T4134,T4211	0.2177%
1810	CR	798	C5030	0.1762%
1811	BR	749	C5029	0.1654%
1812	AR	728	C5084	0.1607%
1901	A	728	C5105	0.1607%
1902	B	749	C5106	0.1654%
1903	C	798	C5067	0.1762%
1904	D	986	T4063,T4119	0.2177%
1905	E	899	T4128,T4217	0.1985%
1906	F	1,033	5018,5019	0.2280%
1907	FR	1,033	5027,5028	0.2280%
1908	ER	899	T4129,T4216	0.1985%
1909	DR	986	T4130,T4215	0.2177%
1910	CR	798	C5068	0.1762%
1911	BR	749	C5069	0.1654%
1912	AR	728	C5070	0.1607%

EXHIBIT "A"

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
2001	A	728	C5035	0.1607%
2002	B	749	C5034	0.1654%
2003	C	798	C5033	0.1762%
2004	D	986	T4059,T4123	0.2177%
2005	E	899	T4060,T4122	0.1985%
2006	F	1,033	C5101,C5102	0.2280%
2007	FR	1,033	C5103,C5104	0.2280%
2008	ER	899	T4061,T4121	0.1985%
2009	DR	986	T4062,T4120	0.2177%
2010	CR	798	C5107	0.1762%
2011	BR	749	C5108	0.1654%
2012	AR	728	C5109	0.1607%
2101	A	728	C5042	0.1607%
2102	B	749	C5041	0.1654%
2103	C	798	C5040	0.1762%
2104	D	986	T4056,T4126	0.2177%
2105	E	899	T4057,T4125	0.1985%
2106	F	1,033	C5093,C5094	0.2280%
2107	FR	1,033	C5008,C5009	0.2280%
2108	ER	899	5022,5023	0.1985%
2109	DR	986	T4058,T4124	0.2177%
2110	CR	798	C5039	0.1762%
2111	BR	749	C5038	0.1654%
2112	AR	728	C5037	0.1607%
2201	A	728	C5052	0.1607%
2202	B	749	C5053	0.1654%
2203	C	798	C5036	0.1762%
2204	D	986	T3168,T3177	0.2177%
2205	E	899	T3169,T3176	0.1985%
2206	F	1,033	C5072,C5073	0.2280%
2207	FR	1,033	5076,C5077	0.2280%
2208	ER	899	T3170,T3175	0.1985%
2209	DR	986	T3171,T3174	0.2177%
2210	CR	798	C5045	0.1762%
2211	BR	749	C5044	0.1654%
2212	AR	728	C5043	0.1607%
2301	A	728	C5089	0.1607%

EXHIBIT "A"

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
2302	B	749	C5090	0.1654%
2303	C	798	5026	0.1762%
2304	D	986	T3164,T3181	0.2177%
2305	E	899	T3165,T3180	0.1985%
2306	F	1,033	C5063,5064	0.2280%
2307	FR	1,033	C5065,C5066	0.2280%
2308	ER	899	T3166,T3179	0.1985%
2309	DR	986	T3167,T3178	0.2177%
2310	CR	798	C5092	0.1762%
2311	BR	749	C5050	0.1654%
2312	AR	728	C5051	0.1607%
2401	A	728	C5086	0.1607%
2402	B	749	C5085	0.1654%
2403	C	798	5024	0.1762%
2404	D	986	T3160,T3185	0.2177%
2405	E	899	T3161,T3184	0.1985%
2406	F	1,033	C5046,C5047	0.2280%
2407	FR	1,033	C5048,C5049	0.2280%
2408	ER	899	T3162,T3183	0.1985%
2409	DR	986	T3163,T3182	0.2177%
2410	CR	798	5025	0.1762%
2411	BR	749	C5082	0.1654%
2412	AR	728	C5081	0.1607%
2501	A	728	C4071	0.1607%
2502	B	749	C5003	0.1654%
2503	C	798	C5004	0.1762%
2504	D	986	T3156,T3189	0.2177%
2505	E	899	T3157,T3188	0.1985%
2506	F	1,033	C5001,C5088	0.2280%
2507	FR	1,033	C5002,C5087	0.2280%
2508	ER	899	T3158,T3187	0.1985%
2509	DR	986	T3159,T3186	0.2177%
2510	CR	798	C5005	0.1762%
2511	BR	749	C5006	0.1654%
2512	AR	728	C5007	0.1607%

EXHIBIT "A"

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
2601	A	728	C4111	0.1607%
2602	B	749	C4112	0.1654%
2603	C	798	C4113	0.1762%
2604	D	986	T3152,T3193	0.2177%
2605	E	899	T3153,T3192	0.1985%
2606	F	1,033	C4074,C4075	0.2280%
2607	FR	1,033	C4072,C4073	0.2280%
2608	ER	899	T3154,T3191	0.1985%
2609	DR	986	T3155,T3190	0.2177%
2610	CR	798	C4114	0.1762%
2611	BR	749	C4115	0.1654%
2612	AR	728	C4127	0.1607%
2701	A	728	C4098	0.1607%
2702	B	749	C4099	0.1654%
2703	C	798	C4100	0.1762%
2704	D	986	T3144,T3201	0.2177%
2705	E	899	T3149,T3196	0.1985%
2706	F	1,033	C4109,C4110	0.2280%
2707	FR	1,033	C4116,C4117	0.2280%
2708	ER	899	T3151,T3194	0.1985%
2709	DR	986	T3148,T3197	0.2177%
2710	CR	798	C4107	0.1762%
2711	BR	749	C4108	0.1654%
2712	AR	728	C4070	0.1607%
2801	A	728	C3127	0.1607%
2802	B	749	C4093	0.1654%
2803	C	798	C4094	0.1762%
2804	D	986	T3140,T3205	0.2177%
2805	E	899	T3142,T3203	0.1985%
2806	F	1,033	C4066,C4069	0.2280%
2807	FR	1,033	C4050,C4065	0.2280%
2808	ER	899	T3143,T3202	0.1985%
2809	DR	986	T3141,T3204	0.2177%
2810	CR	798	C4095	0.1762%
2811	BR	749	C4096	0.1654%

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
2812	AR	728	C4097	0.1607%
2901	A	728	C4045	0.1607%
2902	B	749	C4046	0.1654%
2903	C	798	C4047	0.1762%
2904	D	986	T3136,T3209	0.2177%
2905	E	899	T3138,T3207	0.1985%
2906	F	1,033	C4048,C4054	0.2280%
2907	FR	1,033	C4049,C4055	0.2280%
2908	ER	899	T3139,T3206	0.1985%
2909	DR	986	T3137,T3208	0.2177%
2910	CR	798	C4051	0.1762%
2911	BR	749	C4052	0.1654%
2912	AR	728	C4053	0.1607%
3001	A	728	C4039	0.1607%
3002	B	749	C4040	0.1654%
3003	C	798	C4041	0.1762%
3004	D	986	T3132,T3213	0.2177%
3005	E	899	T3134,T3211	0.1985%
3006	F	1,033	C4002,C4091	0.2280%
3007	FR	1,033	C4003,C4090	0.2280%
3008	ER	899	T3135,T3210	0.1985%
3009	DR	986	T3133,T3212	0.2177%
3010	CR	798	C4042	0.1762%
3011	BR	749	C4043	0.1654%
3012	AR	728	C4044	0.1607%
3101	A	728	C3100	0.1607%
3102	B	749	C3114	0.1654%
3103	C	798	C3116	0.1762%
3104	D	986	C4037,C4038	0.2177%
3105	E	899	T3130,T3215	0.1985%
3106	F	1,033	C3050,C3071	0.2280%
3107	FR	1,033	C4001,C4092	0.2280%
3108	ER	899	T3131,T3214	0.1985%
3109	DR	986	5010,5011	0.2177%
3110	CR	798	C3117	0.1762%

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
3111	BR	749	C3115	0.1654%
3112	AR	728	C3113	0.1607%
3201	A	728	C3055	0.1607%
3202	B	749	C3097	0.1654%
3203	C	798	3066	0.1762%
3204	D	986	C3107,C3108	0.2177%
3205	E	899	T3128,T3217	0.1985%
3206	F	1,033	C3048,C3069	0.2280%
3207	FR	1,033	C3049,C3070	0.2280%
3208	ER	899	T3129,T3216	0.1985%
3209	DR	986	C3111,C3112	0.2177%
3210	CR	798	C3099	0.1762%
3211	BR	749	C3098	0.1654%
3212	AR	728	C3065	0.1607%
3301	A	728	C3044	0.1607%
3302	B	749	C3046	0.1654%
3303	C	798	C3051	0.1762%
3304	D	986	C3053,C3054	0.2177%
3305	E	899	T3062,T3120	0.1985%
3306	F	1,033	C3093,C3094	0.2280%
3307	FR	1,033	C3095,C3096	0.2280%
3308	ER	899	T3063,T3119	0.1985%
3309	DR	986	C3088,C3089	0.2177%
3310	CR	798	C3052	0.1762%
3311	BR	749	C3047	0.1654%
3312	AR	728	C3045	0.1607%
3401	A	728	C2075	0.1607%
3402	B	749	C2088	0.1654%
3403	C	798	C3037	0.1762%
3404	D	986	C3040,C3041	0.2177%
3405	E	899	T3060,T3122	0.1985%
3406	F	1,033	C3002,C3091	0.2280%
3407	FR	1,033	C3003,C3090	0.2280%
3408	ER	899	T3061,T3121	0.1985%
3409	DR	986	C3042,C3043	0.2177%

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
3410	CR	798	C3039	0.1762%
3411	BR	749	C3038	0.1654%
3412	AR	728	C2076	0.1607%
3501	A	728	C2033	0.1607%
3502	B	749	C2045	0.1654%
3503	C	798	T3056,T3126	0.1762%
3504	D	986	C2048,C2049	0.2177%
3505	E	899	T3058,T3124	0.1985%
3506	F	1,033	C2077,C2078	0.2280%
3507	FR	1,033	C3001,C3092	0.2280%
3508	ER	899	T3059,T3123	0.1985%
3509	DR	986	C2050,C2051	0.2177%
3510	CR	798	T3057,T3125	0.1762%
3511	BR	749	C2046	0.1654%
3512	AR	728	C2047	0.1607%
3601	A	728	C2029	0.1607%
3602	B	749	C2030	0.1654%
3603	C	798	T2100,T2134	0.1762%
3604	D	986	C3109,C3110	0.2177%
3605	E	899	4023,C4034	0.1985%
3606	F	1,033	4025,C4036	0.2280%
3607	FR	1,033	C4076,C4077	0.2280%
3608	ER	899	4024,C4035	0.1985%
3609	DR	986	C4067,C4068	0.2177%
3610	CR	798	T2042,TC2079	0.1762%
3611	BR	749	C2031	0.1654%
3612	AR	728	C2032	0.1607%
3701	A	728	C2026	0.1607%
3702	B	749	C2025	0.1654%
3703	C	798	T2098,T2136	0.1762%
3704	D	986	4019,C4088	0.2177%
3705	E	899	4029,C4030	0.1985%
3706	F	1,033	4028,C4031	0.2280%
3707	FR	1,033	4027,C4032	0.2280%
3708	ER	899	4026,C4033	0.1985%
3709	DR	986	4020,C4089	0.2177%

RESIDENTIAL UNITS (continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
3710	CR	798	T2099,T2135	0.1762%
3711	BR	749	C2027	0.1654%
3712	AR	728	C2028	0.1607%
3801	A	728	C2021	0.1607%
3802	B	749	C2022	0.1654%
3803	C	798	T2093,T2138	0.1762%
3804	D	986	4014,C4005	0.2177%
3805	E	899	4015,C4004	0.1985%
3806	F	1,033	4016,C4081	0.2280%
3807	FR	1,033	4017,C4086	0.2280%
3808	ER	899	4018,C4087	0.1985%
3809	DR	986	C4084,C4085	0.2177%
3810	CR	798	T2094,T2137	0.1762%
3811	BR	749	C2023	0.1654%
3812	AR	728	C2024	0.1607%
3901	A	728	C2013	0.1607%
3902	B	749	C2014	0.1654%
3903	C	798	T2089,T2142	0.1762%
3904	D	986	3027,C3032	0.2177%
3905	E	899	3026,C3033	0.1985%
3906	F	1,033	3025,C3034	0.2280%
3907	FR	1,033	3024,C3035	0.2280%
3908	ER	899	3023,C3036	0.1985%
3909	DR	986	C3067,C3068	0.2177%
3910	CR	798	T2090,T2141	0.1762%
3911	BR	749	C2015	0.1654%
3912	AR	728	C2016	0.1607%
4001	A	728	C2017	0.1607%
4002	B	749	C2018	0.1654%
4003	C	798	T2091,T2140	0.1762%
4004	D	986	C3076,C3072	0.2177%
4005	E	899	4010,C4009	0.1985%
4006	F	1,033	4011,C4008	0.2280%
4007	FR	1,033	4012,C4007	0.2280%
4008	ER	899	4013,C4006	0.1985%

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
4009	DR	986	C3077,C3073	0.2177%
4010	CR	798	T2092,T2139	0.1762%
4011	BR	749	C2019	0.1654%
4012	AR	728	C2020	0.1607%
4101	A	728	C2009	0.1607%
4102	B	749	C2010	0.1654%
4103	C	798	T2040,T2081	0.1762%
4104	D	986	3017,C3007	0.2177%
4105	E	899	3018,C3006	0.1985%
4106	F	1,033	3019,C3005	0.2280%
4107	FR	1,033	3029,C3030	0.2280%
4108	ER	899	3028,C3031	0.1985%
4109	DR	986	3020,C3004	0.2177%
4110	CR	798	T2041,T2080	0.1762%
4111	BR	749	C2011	0.1654%
4112	AR	728	C2012	0.1607%
4201	A	728	C1025	0.1607%
4202	B	749	C1044	0.1654%
4203	C	798	T2038,T2083	0.1762%
4204	D	986	C3084,C3085	0.2177%
4205	E	899	3012,C3086	0.1985%
4206	F	1,033	3013,C3087	0.2280%
4207	FR	1,033	3014,C3081	0.2280%
4208	ER	899	3015,C3009	0.1985%
4209	DR	986	3016,C3008	0.2177%
4210	CR	798	T2039,T2082	0.1762%
4211	BR	749	C1045	0.1654%
4212	AR	728	C1046	0.1607%
4301	A	728	C1020	0.1607%
4302	B	749	C1021	0.1654%
4303	C	798	T2036,T2085	0.1762%
4304	D	986	C2070,C2071	0.2177%
4305	E	899	2111,2112	0.1985%
4306	F	1,033	2115,C2067	0.2280%
4307	FR	1,033	2113,2114	0.2280%

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
4308	ER	899	2109,2110	0.1985%
4309	DR	986	C2072,C2073	0.2177%
4310	CR	798	T2037,T2084	0.1762%
4311	BR	749	C1022	0.1654%
4312	AR	728	C1023	0.1607%
4401	A	728	C1016	0.1607%
4402	B	749	C1017	0.1654%
4403	C	798	T2034,T2087	0.1762%
4404	D	986	2127,C2062	0.2177%
4405	E	899	2124,2125	0.1985%
4406	F	1,033	2122,2123	0.2280%
4407	FR	1,033	2120,2121	0.2280%
4408	ER	899	2118,2119	0.1985%
4409	DR	986	C2063,2126	0.2177%
4410	CR	798	T2035,T2086	0.1762%
4411	BR	749	C1018	0.1654%
4412	AR	728	C1019	0.1607%
4501	A	728	C1012	0.1607%
4502	B	749	C1013	0.1654%
4503	C	798	T1026,T1085	0.1762%
4504	D	986	2133,C2056	0.2177%
4505	E	899	2132,C2057	0.1985%
4506	F	1,033	2131,C2058	0.2280%
4507	FR	1,033	2130,C2059	0.2280%
4508	ER	899	2129,C2060	0.1985%
4509	DR	986	2128,C2061	0.2177%
4510	CR	798	T1034,TC1077	0.1762%
4511	BR	749	C1015	0.1654%
4512	AR	728	C1014	0.1607%
4601	PA	1,268	C1008,C1009	0.2799%
4602	B	749	T1030,T1081	0.1654%
4603	C	798	T1029,T1082	0.1762%
4604	D	986	C1035,C1036	0.2177%
4605	PE	993	2101,2102	0.2192%
4606	PF	1,127	2103,2104	0.2488%

RESIDENTIAL UNITS (Continued):

Unit Number	Unit Type	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
4607	PER	1,127	2105,2106	0.2488%
4608	PER	993	2107,2108	0.2192%
4609	DR	986	C2043,2044	0.2177%
4610	CR	798	T1027,T1084	0.1762%
4611	BR	749	T1028,T1083	0.1654%
4612	PAR	1,268	C1010,C1011	0.2799%
4701	PA	1,268	C3074,C3075	0.2799%
4702	B	749	T1033,T1078	0.1654%
4703	C	798	T1032,T1079	0.1762%
4704	D	986	2097,C2074	0.2177%
4705	PE	993	C2068,C2069	0.2192%
4706	PF	1,127	C2054,C2055	0.2488%
4707	PFR	1,127	2095,2096	0.2488%
4708	PER	993	3010,3011	0.2192%
4709	DR	986	2116,C2117	0.2177%
4710	CR	798	T1031,T1080	0.1762%
4711	BR	749	T3150,T3195	0.1654%
4712	PAR	1,268	C1037,C1038	0.2799%
4801	PA	1,268	C1040,C1041	0.2799%
4802	B	749	T3146,T3199	0.1654%
4803	C	798	T3147,T3198	0.1762%
4804	D	986	C2052,C2053	0.2177%
4805	PE	993	2003,2004	0.2192%
4806	PF	1,127	C1042,C1043	0.2488%
4807	PFR	1,127	2001,2002	0.2488%
4808	PER	993	2005,2006	0.2192%
4809	D	986	2007,C2008	0.2177%
4810	CR	798	T3064,TC3118	0.1762%
4811	BR	749	T3145,T3200	0.1654%
4812	PAR	1,268	C1039,C1007	0.2799%

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PARKING UNITS:

Parking Unit Number	**Approx. Unit Area in Square Feet	Common Interest
PA H1004	148	0.0326%
PA H1005	148	0.0326%
PA C2064	120	0.0326%
PA C2065	120	0.0326%
PA C2066	120	0.0326%
PA H3021	148	0.0326%
PA H3022	148	0.0326%
PA H3078	148	0.0326%
PA H3079	148	0.0326%
PA H3080	148	0.0326%
PA H3082	148	0.0326%
PA H3083	148	0.0326%
PA H4021	148	0.0326%
PA H4022	148	0.0326%
PA H4078	148	0.0326%
PA H4079	148	0.0326%
PA H4080	148	0.0326%
PA H4082	148	0.0326%
PA H4083	148	0.0326%
PA 5012	148	0.0326%
PA 5013	148	0.0326%
PA 5014	148	0.0326%
PA 5015	148	0.0326%
PA 5016	148	0.0326%
PA 5017	148	0.0326%
PA H5020	148	0.0326%
PA H5021	148	0.0326%
PA TC1047,PA TC1067	240	0.0654%
PA TC1048,PA TC 1066	240	0.0654%
PA TC1049, PA TC 1065	240	0.0654%
PA TC1050,PA TC 1064	240	0.0654%
PA T1087, PA T1131	296	0.0654%
PA T1088, PA T1130	296	0.0654%
PA T1089,PA T1129	296	0.0654%
PA T1090,PA T1128	296	0.0654%
PA T1091,PA T1127	296	0.0654%
PA T1092,PA T1126	296	0.0654%

PARKING UNITS (Continued):

Parking Unit Number	**Approx. Unit Area in Square Feet	Common Interest
PA T1093, PA T1125	296	0.0654%
PA T1094, PA TC1124	268	0.0654%
PA C1086	120	0.0326%
PA C1068	120	0.0326%
PA C1069	120	0.0326%
PA C1070	120	0.0326%
PA 1095	148	0.0326%
PA 1096	148	0.0326%
PA 1097	148	0.0326%

STORAGE UNITS:

Storage Unit Number	**Approx. Unit Area in Square Feet	Common Interest
SA 101	47	0.0187%
SA 102	64	0.0187%
SA 103	79	0.0187%
SA 104	73	0.0187%
SA 105	132	0.0298%
SA 106	116	0.0298%
SA 107	116	0.0298%
SA 204	114	0.0298%
SA 205	115	0.0298%
SA 208	110	0.0298%
SA 304	133	0.0298%
SA 305	114	0.0298%
SA 306	115	0.0298%
SA 309	110	0.0298%
SA 404	133	0.0298%
SA 405	114	0.0298%
SA 406	115	0.0298%
SA 409	110	0.0298%
SA 503	85	0.0187%

COMMERCIAL UNITS:

Unit Number	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
Comm 1	414	Shared (see below)	0.0914%
Comm 2	8,867	Shared (see below)	1.9576%

INDUSTRIAL UNITS:

Unit Number	**Approx. Unit Area in Square Feet	Assigned Parking Stalls	Common Interest
Ind 1	562	Shared (see below)	0.1241%
Ind 2	628	Shared (see below)	0.1386%
Ind 3	993	Shared (see below)	0.2192%
Ind 4	277	Shared (see below)	0.0611%
Ind 5	123	Shared (see below)	0.0269%

**UNIT AREAS

The areas for the Residential Units reported above are “net living areas” measured in accordance with section 3.2 of the Declaration. The areas for the Parking Units reported above are “net floor areas” measured in accordance with section 3.3 of the Declaration. The areas for the Storage Units, the Commercial Units and the Industrial Units reported above are “net floor areas” measured in accordance with section 3.4 of the Declaration.

COMMON INTERESTS

A baseline common interest for each Unit was determined by dividing the Unit’s approximate net living or floor area by the approximate aggregate net living and floor area of all of the Units, and converting the resulting fraction into a percentage. Adjustments were then made to reflect an equitable distribution of common interests and common expenses based on the projected common element maintenance costs each type of Unit can be expected to generate. For purposes of computing common interests, all Parking Units were considered to have the same approximate net floor area and were assigned a common interest of 0.0326% except for the Tandem Parking Units which were assigned a common interest of 0.0654%. Also, for purposes of computing common interests, the Storage Units were placed into two categories depending on their net floor areas. All Storage Units with net floor areas of 85 square feet or less were assigned a common interest of 0.0187%, and all Storage Units with net floor areas of more than 85 square feet were assigned a common interest of 0.0298%.

The aggregate common interest appurtenant to all of the Residential Units equals **94.9772%**. The aggregate common interest appurtenant to all of the Parking Units equals **1.8932%**. The

aggregate common interest appurtenant to all of the Storage Units equals **0.5107%**. The aggregate common interest appurtenant to all of the Commercial Units equals **2.0490%**. The aggregate common interest appurtenant to all of the Industrial Units equals **0.5699%**. The aggregate common interest appurtenant to all of the Units equals **100%**.

PARKING UNITS

All Parking Units are covered. Parking Units whose numbers are preceded by “C” are compact stalls and preceded by a “T” are tandem stalls. Parking Units whose numbers are preceded by “H” are handicap accessible stalls. All other Parking Units are regular sized.

LIMITED COMMON ELEMENT PARKING STALLS

Most assigned limited common element parking stalls are covered. Assigned parking stalls whose numbers are preceded by “U” are partially uncovered.

Assigned parking stalls whose numbers are preceded by “C” are compact stalls, assigned parking stalls whose numbers are preceded by “T” are tandem stalls and assigned parking stalls whose numbers are preceded by “H” are handicap accessible stalls. All other assigned parking stalls are regular sized.

Unit Owners may transfer assigned limited common element parking stalls pursuant to the Declaration, provided that each Residential Unit shall always have at least one (1) parking stall as an appurtenant limited common element.

The Commercial Units and the Industrial Units, as a group, are assigned and share the following limited common element parking stalls:

C1074, C1075, C1076, 1098, 1099, 1100, 1101, 1102, 1103, 1104,
1105, 1106, 1107, 1108, 1109, 1110, C1111, 1112, 1113, 1114,
1115, 1116, 1117, 1118, H1119, H1120, 1121, 1122, 1123

These stalls are available for use by the owners, tenants and business invitees of each of the Commercial and Industrial Units on a first-come, first-served basis; provided, however, that the Owner of a Commercial or Industrial Unit may limit the number of stalls available at any given time to such Owner’s tenants by so providing in the lease or rental agreement demising all or any portion of such Owner’s Commercial or Industrial Unit.

GUEST PARKING; LOADING STALLS; MANAGER’S STALL

In addition to the assigned limited common element parking stalls, the Project contains sixteen (16) covered street-level guest parking stalls, numbered C1051, C1052, C1053, C1054, C1055, C1056, C1057, C1058, C1059, C1060, C1061, H1062, C1063 C1071, C1072 and C1073. *These stalls are available for use only by the visitors, guests and invitees of the*

Residential Units. The Project contains three (3) loading stalls on Level 1A of the Building, numbered L001, L002 and L003, and two (2) loading stalls numbered L1006 and L1024 on Level 1 of the Building.

BOUNDARIES OF APARTMENTS

Each Residential, Storage, Commercial and Industrial Unit shall be deemed to include: (i) all interior walls, doors, windows, window frames and partitions that are not load-bearing and that are located within the space bounded by the Unit's perimeter walls but not in the perimeter walls themselves, (ii) the interior decorated or finished surfaces of all walls, doors, door frames and window frames that are located in the Unit's perimeter walls, (iii) the decorated or finished surfaces of all interior walls, columns, doors, door frames and window frames that are load-bearing, (iv) the interior decorated or finished surfaces of all floors and ceilings, (v) all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the decorated or finished surfaces of such walls, columns, doors, door and window frames, floors and ceilings, (vi) the air space surrounded by such walls, doors, door and window frames, floors and ceilings, and (vii) all fixtures (if any) originally installed in the Unit. The respective Residential, Storage, Commercial and Industrial Units shall not be deemed to include: (a) the perimeter (including party) walls and doors, door frames, windows and window frames located in the perimeter walls and their undecorated or unfinished surfaces, (b) the interior load-bearing walls and columns and their undecorated or unfinished surfaces, (c) any load-bearing door or window frame located in the interior load-bearing walls and their undecorated or unfinished surfaces, and (d) any pipes, shafts, wires, conduits or other utility or service lines running through such Unit, the items described in (a) through (d) above being deemed common elements or limited common elements as hereinafter provided.

Each Parking Unit shall be deemed to include a rectangular floor surface area of approximately 120 to 148 square feet (for single-stall Parking Units) or approximately 240 to 296 square feet (for Parking Units with two tandem stalls) as shown on Exhibit "C", bounded on the ends and sides by marked parallel lines (or, in some cases, by a wall or other permanent monument boundary), as shown on the Condominium Map. Each Parking Unit shall include the airspace enclosed by imaginary vertical planes extending upward from each of the floor surface boundary lines (or other permanent monument boundaries) to a height of eight (8) feet, or to one inch below the surface of the ceiling immediately above the Parking Unit, whichever is lower. The Parking Units shall not be deemed to include the underlying slab except for its surface, nor any part of the ceiling immediately above said Parking Units, nor any pipes, conduits, wires, or other mechanical installations penetrating the Parking Units' air space.

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

The approximate areas of the Residential Units set forth in Exhibit "A" attached to this Public Report are "net living areas" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Residential Units set

EXHIBIT "B"

forth in Exhibit "A" are not exact but are approximations based on the floor plans of each type of Residential Unit. The measurements of the Residential Units set forth in Exhibit "A" may not follow the designation of the limits of the Residential Units (the legally designated areas of the Residential Units) set forth above and in the Declaration, and the net living areas set forth in Exhibit "A" may be greater than the floor areas of the Residential Units as so designated and described above and in the Declaration.

The approximate areas of the Parking Units set forth in Exhibit "A" attached to this Public Report are "net floor areas" based on measurements taken from the floor surface boundaries of the Parking Units as described in section 3.7 of the Declaration.

The approximate areas of the Storage Units, the Commercial Units and the Industrial Units set forth in Exhibit "A" attached to this Public Report are "net floor areas" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Storage Units, the Commercial Units and the Industrial Units set forth in Exhibit "A" are not exact but are approximations based on the initial floor plans of each such Unit. The Owners or tenants of the Storage Units, the Commercial Units and the Industrial Units may configure the interiors of such Units differently than originally shown on the Condominium Map and the aggregate floor areas of the various spaces comprising the Storage Units, the Commercial Units and the Industrial Units as so configured may be less than the net floor areas of the Commercial Units set forth in Exhibit "A".

**ALTERATIONS AND ADDITIONS TO
UNITS AND LIMITED COMMON ELEMENTS**

The Project is subject to the documents described in Section 8 of the Declaration as the “Kakaako Documents”. Section 11.3 of the Declaration provides as follows:

11.3 Alterations and Additions to Units and Limited Common Elements.

(a) The development and use of the Project are subject to the terms of the Kakaako Documents. Accordingly, no alterations or additions to any Unit or limited common element may be made that is prohibited by the Kakaako Documents or by any other special permits or agreements to which the development and/or use of the Project is subject.

(b) Except as otherwise provided herein, no Owner of a Unit shall, without the prior written approval of the Board, make any structural alterations in or additions to his Unit or any limited common elements appurtenant to the Unit or make any alterations in or additions to his Unit or any limited common elements appurtenant to the Unit that would change the exterior appearance of the Project, including, but not limited to, any painting, altering or installing awnings, jalousies or screens.

(c) In no event shall any Unit Owner do any work (including, but not limited to, any work to such Owner’s Unit or the limited common elements assigned to the Unit) that may jeopardize the soundness or safety of the Project, reduce the value thereof, or impair any easement, as reasonably determined by the Board.

(d) Except as otherwise provided herein, an Owner may make non-structural alterations and additions solely within his Unit, or solely within a limited common element (other than an assigned limited common element parking stall) appurtenant to and for the exclusive use of his Unit, at the Owner’s sole cost and expense and without Board approval, provided that such alterations or additions do not change the exterior appearance of the Project, jeopardize the soundness or safety of the Project or any part thereof, reduce the value of the Project, impair any easement or otherwise affect any other Unit or common elements, all as reasonably determined by the Board; and provided, further, that any building permit or other governmental permit or authorization required for such alterations or additions is first duly obtained and filed with the Board and the proposed alteration or addition will not adversely affect the Project’s insurance rating or premiums.

(e) No Unit Owner shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antenna, satellite dish or other telephone, television, radio, electronic or digital signal receiving device, machines or air-conditioning units, or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of the Building or protruding through the walls, windows or roof thereof.

(f) No Owner of a Residential Unit shall, without the prior written approval of the Board, alter or replace any of the surface floor coverings provided with the Unit.

EXHIBIT “C”

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As a condition to obtaining the Board's written approval of the proposed alteration or replacement, the Owner must provide the Board with written evidence that the new floor covering will have underlying sound absorbent material capable of mitigating sound transmission with a minimum Impact Isolation Class rating of IIC-50 or such other rating as the Board shall have determined is required to prevent unreasonable sound transmission through the type of flooring that will be installed. The Board shall have the right to require that any floor covering installed without the Board's prior written approval shall be removed at the Unit Owner's expense. Notwithstanding the foregoing, if an Owner purchases a Residential Unit from the Developer in a partially finished condition without floor coverings, the Owner will be required, prior to occupying the Unit, to install floor coverings that have underlying sound absorbent material capable of mitigating sound transmission with a minimum Impact Isolation Class rating of IIC-50, as approved by the Developer prior to installation. In such event, the Developer approved floor coverings installed by the Owner of the Unit shall be deemed, for purposes of this section, to have been provided with the Unit.

(g) The Residential Units have been designed with ample window area to provide access to the views surrounding the Project. Hawaii enjoys a tropical climate with an abundance of sunshine year round, and the effect of the sun on the environment inside of the Units will depend, in part, on the season, the time of the day and which direction a Unit faces. The Project's building systems have been designed to provide reasonable comfort year round, no matter where a Unit is located. Nevertheless, at certain times, drapes, curtains or other acceptable interior window coverings may be needed to provide maximum comfort from the effects of direct sunlight on the Residential Units and also to reduce energy consumption. Window coverings are not provided with the Units and the Residential Unit Owners are strongly encouraged to purchase and install their own window coverings. To maintain a uniform and attractive exterior appearance for the Project, Owner-installed window coverings must include a backing of an off-white color and must be of a type and general appearance approved by the Board. Owners may not, without the prior written approval of the Board, apply any substance, material or process to the exterior or interior surfaces of the Unit's windows that may alter the exterior color, appearance or reflectivity of the windows. Notwithstanding the foregoing, the Board may promulgate commercially reasonable standards, rules or guidelines, consistent with applicable zoning and applicable rules, for window displays, treatments and coverings in connection with the use and operation of the Commercial Units, and strict compliance with such standards, rules or guidelines will preclude the necessity of prior Board approval of such displays, treatments and coverings.

(h) The concrete components of the Unit and the Building have been built using a post-tension concrete system (the "System"). The System involves placing steel cables under high tension in the concrete slab foundation located beneath the Unit. By accepting a Unit Deed, each Owner will thereby acknowledge and accept that one of the effects of using a post-tension concrete method of construction is that concrete surfaces may experience non-structural, cosmetic cracking that may be visible to Owners and require cosmetic repairs. Each Unit Owner is hereby put on notice that attempts to alter or pierce a Unit's foundation slab could damage the integrity of the System and/or cause serious injury or damage to persons and property. By accepting a Unit Deed, each Owner will thereby covenant and agree to and with

EXHIBIT "C"

the Developer (i) not to cut into or otherwise tamper with the Unit's concrete slab foundation, (ii) not to knowingly permit or allow any other person to cut into or tamper with the Unit's concrete slab foundation, (iii) to disclose to any tenant, lessee or subsequent purchaser of the Unit the existence of the System and the terms of this section 11.3(h), and (iv) to indemnify and hold harmless the Developer for any damage or injury resulting from or arising in connection with the alteration of the Unit's concrete slab foundation by the Owner or any employee, agent, family member, contractor or other person acting under the authority of the Owner

(i) It is intended that the exterior of the Project present a uniform and attractive appearance. Accordingly, whenever Board approval is required for any proposed modification, change, addition to or alteration of any Unit or limited common element, the Board shall base its decision to grant or deny approval at least in part upon considerations of whether (and to what extent) the proposed modification, change, addition or alteration will adversely affect the appearance of the Project. Except as otherwise provided in section 12 below in connection with proposed modifications to accommodate Owners with disabilities, if the Board determines that the proposed modification, change, addition or alteration will materially adversely affect the appearance of the Project, the Board shall deny its approval. It is acknowledged that the Board's determination will unavoidably involve an element of subjective taste. Therefore, the Board's determination that a proposed modification, change, addition or alteration will materially adversely affect the appearance of the Project shall not be challengeable by any Unit Owner or group of Unit Owners on the grounds that the determination is to any extent based upon subjective criteria.

(j) Whenever Board approval is required for any proposed modification, change, addition to or alteration of any Unit or limited common element, if the Board determines that the proposed modification, change, addition or alteration will not materially adversely affect the appearance of the Project, the Board shall not unreasonably withhold its approval, provided that it shall not be deemed unreasonable for the Board to withhold its approval if the proposed modification, change, addition or alteration may, in the Board's reasonable judgment, jeopardize the soundness or safety of the Project or adversely affect any of the Project's common elements or any Unit or other part of the Project in any way, or increase the Project's hazard or liability insurance premiums or other common expenses, or otherwise violate any applicable law, any provision of this Declaration, the Bylaws, the House Rules (if any) or the Act.

Section 11.4 of the Declaration provides as follows with respect to the common elements and the limited common elements assigned to the Residential Units as a group:

11.4 Alteration and Additions to the Common Elements and Limited Common Elements Assigned to Residential Units as a Group.

(a) No alterations or additions to the common elements or limited common elements assigned to the Residential Units as a group may be made that is prohibited by the Kakaako Documents or by any other special permits or agreements to which the development and/or use of the Project is subject.

(b) Except as otherwise provided herein or in the Bylaws, additions, alterations, repairs or improvements to the common elements of the Project and those limited common elements assigned to the Residential Units as a group may be made only by or at the direction of the Board.

(c) Except as otherwise provided herein or in the Bylaws, no Owner may, without the prior written approval of the Board, make any alteration, addition, repair or improvement to any of the common elements, including common elements within, encompassing or adjacent to his Unit, and including also the limited common elements assigned to the Residential Units as a group, nor shall any Owner make or allow any material addition or alteration to the common elements or the limited common elements assigned to the Residential Units as a group, or excavate any additional basement or cellar at the Project, without first obtaining the written consent of sixty-seven percent (67%) of the Unit Owners (as to common elements that are not herein designated as limited common elements) or sixty-seven percent (67%) of the Owners of the Residential Units (as to the limited common elements assigned to the Residential Units as a group), including the consent of all Owners whose Units or limited common elements would be directly affected by the change, and the approval of the Board, which approval shall not be unreasonably withheld; provided, however, that it shall not be deemed unreasonable for the Board to withhold its consent to any proposed alteration, addition, repair or improvement that, in the Board's reasonable judgment, could jeopardize the soundness or safety of the Project, impair any easement, or interfere with or deprive any nonconsenting Owner of the use or enjoyment of any part of the Project.

(d) Except as otherwise provided in this Declaration or in the Bylaws, whenever in the judgment of the Board, the common elements or the limited common elements assigned to the Residential Units as a group shall require additions, alterations, repairs or improvements with a total cost of less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), the Board may proceed with such additions, alterations, repairs or improvements and shall assess the cost thereof as a common expense, except that the cost of any such work performed on any limited common elements shall be charged as a limited common expense to the Owners of Units to which such limited common elements are appurtenant. Any additions, alterations, repairs or improvements to common elements costing in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) may be made by the Board only after obtaining approval of a majority of Unit Owners (if such additions, alterations, repairs or improvements are to common elements, exclusive of limited common elements) or a majority of Unit Owners to which the affected limited common elements are appurtenant (if such additions, alteration, repairs or improvements are to limited common elements); except that such approval shall not be required (i) for any repairs covered by available insurance proceeds held in the name of the Association, or (ii) for any additions, alterations, repairs or improvements required by law or to insure public health or safety, or (iii) in the event of an emergency threatening immediate and substantial damage to person or property, or (iv) for any additions, alterations, repairs, replacements or improvements anticipated in the Association's budget and for which reserve funds have been allocated in accordance with the requirements of the Bylaws, the Act and all applicable administrative rules relating to budgets and reserves for condominium associations. If

EXHIBIT "C"

approval is required and obtained, the cost of such additions, alteration, repairs or improvements shall constitute part of the common expense payable by all Unit Owners (in the case of common elements) or part of the limited common expense assessments payable by the Owners of the Units to which the affected limited common elements are appurtenant. The dollar amount set forth in this subsection may be increased or decreased from time to time by the vote or written consent of a majority of the Unit Owners. Notwithstanding the foregoing, the acquisition (by the Developer on behalf of the Association or by the Association through the exercise of rights reserved in section 9.5 of this Declaration) of any rights, licenses, easements or entitlements to use the surface of Waimanu Street for ingress and egress to and from the Project, and/or to use any and all sewer, drainage or other utility lines, pipes, culverts or installations of whatever kind beneath the surface of Waimanu Street and serving or intended to serve the Project, shall require only the approval, vote or consent of those persons whose approval, vote or consent is required under section 9.5 of this Declaration.

(e) Except as otherwise provided herein or in the Bylaws, restoration, replacement or alteration of the common elements or the limited common elements assigned to the Residential Units as a group different in any material respect from the Condominium Map, shall be undertaken by the Association only pursuant to an amendment of this Declaration and the Condominium Map, duly executed by or pursuant to the affirmative vote or written consent of sixty-seven percent (67%) of the Unit Owners and accompanied by the written consent of the holders of all liens on any of the Units directly affected by such restoration, replacement or alteration (if the lien holders require such consent), and in accordance with complete plans and specifications therefore first approved in writing by the Board; and promptly upon completion of such restoration, replacement or construction, the Association shall duly record such amendment of this Declaration together with amended sheets of the Condominium Map reflecting such alteration, certified by a registered architect or professional engineer to accurately depict the layout, location, Unit numbers and dimensions of the affected Units as built.

(f) The Owner of any two or more adjacent Residential Units separated by a common element wall may alter or remove all or portions of such wall if the structural integrity of the Building is not thereby affected and if the finish of the remaining common element(s) is restored to a condition substantially comparable to that of the common elements prior to such alterations. Such alteration shall be done only by a contractor or contractors licensed to do business in the State of Hawaii and shall require only the written approval of the Board, including the Board's approval of the Owner's plans for such alteration, together with the approval of the holders of first mortgages on all Units affected by such alteration (if the mortgagees require approval), and the approval of the appropriate agencies of the State of Hawaii and/or the City and County of Honolulu if such agencies so require. The Board's approval shall be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. Such alteration may be undertaken without an amendment to the Declaration or the Condominium Map. As a further condition of its approval, the Board shall require that the Owner of the Units affected provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the

EXHIBIT "C"

Owner obtain a performance and lien payment bond, naming as obligees the Board, the Association and all Unit Owners and their mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. Prior to the termination of the common ownership of any such adjacent Units, the Owner of such Units shall be obligated to restore the intervening wall between the Units to substantially the same condition in which the wall existed prior to its alteration or removal.

(g) Notwithstanding any provision to the contrary in this Declaration or in the Bylaws, the Board shall have the authority to install or cause the installation of antennas, conduits, chases, cables, wires and other television signal distribution and telecommunications equipment upon the common elements of the Project in accordance with, but subject to the requirements and limitations set forth in, Section 514B-140(d) of the Act, including all authority and right to abandon or change the use of any television signal distribution and telecommunications equipment as set forth in said Section 514B-140(d).

Section 12 of the Declaration provides as follows with respect to alterations to accommodate the needs of persons with disabilities:

12. **Exemptions for Persons With Disabilities.** Subject to the Bylaws, the Act and all other applicable laws, Owners with disabilities shall be permitted to make reasonable modifications to their Units and/or the common elements, at their sole expense (including the cost of obtaining any bonds required this Declaration, the Bylaws or the Act), if such modifications are necessary to enable them to use and enjoy their Units and/or the common elements, provided that any Owner with a disability desiring to make such modifications shall make such request, in writing, to the Board. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. If the proposed modification will change the exterior appearance of the Project or any part thereof, the Board's approval of the request may be conditioned upon evidence satisfactory to the Board that the needs of the disabled Owner cannot adequately be met at reasonable cost without causing such change in appearance, and that the proposed modification shall cause the least change in appearance reasonably possible under all of the circumstances. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required in order to consider such request, whichever shall last occur. Nothing contained in this section 12 shall exempt an Owner, at such Owner's sole cost and expense, from making all amendments to this Declaration, the Bylaws and/or the Condominium Map necessitated by any changes permitted under this section. Such amendments need only be approved and executed by the Board and the Owner making such modifications.

Section 18 of the Declaration provides as follows with respect to the subdivision of Commercial Units:

18. **Subdivision of Commercial Units; Designation of Limited Common Elements.** Notwithstanding any provision of this Declaration to the contrary, the Developer

hereby reserves to itself, its successors and assigns, the absolute right, in the Developer's sole discretion, to subdivide any Commercial Unit owned by the Developer and, by way of amendment of this Declaration and the Condominium Map, to adjust the common interests appurtenant to Developer-owned Commercial Units, and to add or delete limited common elements in connection with such subdivision, without the approval, joinder or consent of the Association, the Board, any Unit Owner or Unit purchaser or any other person or entity (except mortgagees as provided below); provided, however, that such subdivision or related changes to the Project shall not:

(a) change the aggregate common interest or common expense obligations appurtenant to all Commercial Units owned by the Developer at the time of such subdivision;

(b) convert common elements actually used by the Owners of any of the other Units to limited common elements without the prior approval of a majority of the Owners who actually use such common elements;

(c) materially impair the right of any other Unit Owner to use and enjoy such Owner's Unit or the limited common elements appurtenant thereto; or

(d) materially decrease the value of the Project or of any Unit owned by any person other than the Developer.

The amendment(s) required to accomplish such subdivision and other changes need only be signed by the Developer and recorded in the Land Court and in the Bureau and; provided, however, that no such amendment(s) shall be effective unless first approved in writing by the holders of all mortgages (if any) then affecting the Commercial Unit being subdivided, if the mortgagee(s) require such approval. For so long as the Developer owns any Commercial Unit in the Project, this section 18 may not be amended, in whole or in part, without the prior written consent and joinder of the Developer.

COMMON ELEMENTS

Section 4 of the Declaration describes the common elements as follows:

4. **Common Elements**. One (1) freehold estate is hereby established in all other parts of the Project, which are common elements. The common elements include, but are not limited to:

(a) The Land, in fee simple, together with all rights, entitlements and easements now or hereafter made appurtenant thereto, including (but not limited to) easements for roadway, walkway, utility and other purposes as the case may be;

(b) The limited common elements described in section 5 below;

(c) All slabs, foundations, columns, girders, beams, supports, exterior walls, perimeter walls, load-bearing walls, roofs, stairs and stairways, elevator cars, shafts, doors and related equipment and equipment areas, pumps, ducts, pipes, wires, conduits, or other utility or service spaces, rooms, lines, etc. located outside of the Units and that are utilized for or serve more than one Unit, and generally all machinery, equipment, apparatus, installations and personal property existing for common use in any part of the Building or located on the Land;

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

(e) All recreational facilities and other amenities of the Project that are not part of any Unit, including, but not limited to, the outdoor area on the ground level between Kapiolani Boulevard and Waimanu Street designated on the Condominium Map as "Plaza", the swimming pool, recreation area, pavilions, kitchenette, restrooms, outdoor showers, fitness area and all other amenities located on the sixth level recreation deck, all as more particularly shown on the Condominium Map;

(f) All lobbies, elevators, driveways, walkways, stairways and other common ways, all covered and uncovered parking spaces (excluding, however, parking spaces comprising all or part of any Parking Unit), all storage areas not located within a Unit (excluding, however, the Storage Units), all landscaping, courtyards, fences, gates, retaining walls, mailboxes, trash areas, utility, communication, telephone and maintenance rooms and facilities, accessory equipment areas, including electrical and mechanical rooms or facilities located on the Land or within the Building and serving more than one Unit; and

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

LIMITED COMMON ELEMENTS

Section 5 of the Declaration describes the limited common elements as follows:

5. **Limited Common Elements.** Certain of the common elements are hereby set aside and reserved for the exclusive use of certain of the Units, and such Units shall have appurtenant thereto exclusive easements for the use of such limited common elements as follows:

5.1 Each Unit shall have appurtenant thereto as limited common elements all pipes, wires, ducts, conduits or other utility or service lines located within or running through the Unit and utilized by or serving only that Unit, and all doors and door frames, windows and window frames, exterior shades, shutters or awnings located in or attached to the Unit's perimeter walls and serving only that Unit. Any exterior shades, shutters or awnings that serve more than one Unit shall be deemed to be limited common elements appurtenant to the Units served, as a group.

5.2 Each Residential Unit shall have appurtenant thereto as limited common element(s) the parking stall(s) assigned to the Unit and identified on Exhibit "C" attached hereto and made a part hereof.

5.3 As shown on the Condominium Map, some assigned limited common element parking stalls have adjacent thereto enclosed storage closets that are accessible only from within the parking stall to which the storage closet is adjacent. Each such storage closet shall be a limited common element appurtenant to and for the exclusive use of the Unit to which the adjacent limited common element parking stall is assigned. No limited common element storage closet may be assigned to any Unit other than the Unit to which the adjacent limited common element parking stall is assigned.

5.4 Each Residential Unit shall have appurtenant thereto as a limited common element the mailbox, wherever located at the Project, designated with the Unit's number.

5.5 The Commercial Units and the Industrial Units, as a group, shall have appurtenant thereto as limited common elements the parking stalls designated on Exhibit "C" as assigned to the Commercial Units and the Industrial Units, for use by the Owners, tenants, business invitees and guests of the Commercial Units and the Industrial Units on a first come, first served basis.

5.6 The Residential Units, as a group, shall have appurtenant thereto as limited common elements all recreational amenities and facilities located on the sixth level recreation deck of the Building, including (but not limited to) the swimming pool, pavilions, kitchenette, showers, restrooms, fitness area and all amenities located thereon.

EXHIBIT "E"

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5.7 The Residential Units, as a group, shall have appurtenant thereto as limited common elements all parts of the Building's tower that are not part of any Unit, from (and including) the sixth floor through (and including) the roof of the Building's tower.

5.8 Any other common element of the Project that is not described in this Declaration as part of any Unit, and that serves or is designed to serve a single Unit, and that is described as a limited common element in Section 514B-35 of the Act, shall also be deemed to be a limited common element appurtenant to and for the exclusive use of the Unit that it serves or is designed to serve. It is the express intent of this section 5 to apportion rights to use and obligations to repair and maintain all common elements as equitably as reasonably possible among the various Units.

EXHIBIT "E"

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CONDEMNATION dated July 19, 1968, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 6484, filed as Land Court Document No. 449940.

(F) SETBACK (10 feet along Waimanu Street and 15 feet along Kapiolani Boulevard)

PURPOSE : building
SHOWN : on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, revised September 8, 2008

-Note:- The building setback line along Waimanu Street is measured 20 feet from the existing property line.

(G) 10 feet road widening setback along Waimanu Street, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, revised September 8, 2008.

(H) The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT

DATED : October 25, 2001
FILED : Land Court Document No. 2750166
RECORDED : Document No. 2001-174260
PARTIES : HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a public corporation of the State of Hawaii, "HCDA", and HONOLULU DESIGN CENTER, LLC, a Hawaii limited liability company, "HDC"
RE : joint development

(I) The terms and provisions contained in the following:

INSTRUMENT : SEWER EASEMENT AGREEMENT

DATED : January 9, 2001
FILED : Land Court Document No. 2769936
PARTIES : HONOLULU DESIGN CENTER, LLC, a Hawaii limited liability company, and the CITY AND COUNTY OF HONOLULU
RE : development over Easement "6" for sanitary sewer purposes

(J) DESIGNATION OF EASEMENT "12"

PURPOSE : water meter

EXHIBIT "F-1"

SHOWN : on Map 43, as set forth by Land Court Order No. 144899, filed February 15, 2002

3. -AS TO ITEM II (LOT 443):-

(A) SETBACK (8 feet wide)

PURPOSE : road
SHOWN : on Map 20, filed with Land Court Application No. 670

(B) SETBACK (10 feet along Waimanu Street and 15 feet along Kapiolani Boulevard)

PURPOSE : building
SHOWN : on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, revised September 8, 2008

-Note:- The building setback line along Waimanu Street is measured 20 feet from the existing property line.

(C) 10 feet road widening setback along Waimanu Street, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, revised September 8, 2008.

(D) The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT

DATED : October 25, 2001
FILED : Land Court Document No. 2750166
RECORDED : Document No. 2001-174260
PARTIES : HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a public corporation of the State of Hawaii, "HCDA", and HONOLULU DESIGN CENTER, LLC, a Hawaii limited liability company, "HDC"
RE : joint development

4. -AS TO ITEM III (LOTS B, C, 1-A, 2 AND 1-B):-

(A) IMPROVEMENT ASSESSMENT: (HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII) - that may be due and owing

DISTRICT NO. 0004 LOT NO. 48

EXHIBIT "F-1"

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(B) IMPROVEMENT ASSESSMENT: (HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII) - that may be due and owing

DISTRICT NO. 0004 LOT NO. 49

(C) IMPROVEMENT ASSESSMENT: (HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII) - that may be due and owing

DISTRICT NO. 0004 LOT NO. 50

(D) -AS TO PARCELS SECOND (LOT 1-A), THIRD (LOT 2) AND FOURTH (LOT 1-B):-

(1) Reservation in favor of the State of Hawaii of all mineral and metallic mines.

(2) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DATED : March 11, 2008

RECORDED : Document No. 2008-043973

GRANTING : easement for utility purposes

(E) -AS TO PARCEL FOURTH (LOT 1-B):-

(1) License in favor of the BOARD OF WATER SUPPLY OF THE CITY AND COUNTY OF HONOLULU, dated July 6, 1931, recorded in Liber 1109 at Page 480; granting an easement to lay, operate, maintain, repair and remove an underground water pipe line or pipe lines across a strip of land 5 feet in width.

(2) Rights of others who may have easement or access rights in the land described in Schedule C.

-NOTE:- This parcel lies within Waimanu Street.

(F) The terms and provisions contained in the following:

INSTRUMENT : WARRANTY DEED

DATED : February 26, 2001

FILED : Land Court Document No. 2685414

RECORDED : Document No. 2001-025528

EXHIBIT "F-1"

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(G) The terms and provisions contained in the following:

INSTRUMENT : ENTRY PERMIT

DATED : October 15, 2001

FILED : Land Court Document No. 2750147

RECORDED : Document No. 2001-174224

PARTIES : HONOLULU DESIGN CENTER, LLC, a Hawaii limited liability company, KAPIOLANI D.C., INC., a Hawaii corporation, and HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

(H) The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT

DATED : October 25, 2001

FILED : Land Court Document No. 2750166

RECORDED : Document No. 2001-174260

PARTIES : HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a public corporation of the State of Hawaii, "HCDA", and HONOLULU DESIGN CENTER, LLC, a Hawaii limited liability company, "HDC"

RE : joint development

(I) The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF TRANSFER OF USES

DATED : January 27, 2006

FILED : Land Court Document No. 3384035

RECORDED : Document No. 2006-017389

(J) Claims arising out of the failure to convey the land described herein together with an easement or right of access.

(K) -AS TO PARCEL FIRST (LOT C):-

Rights of others who may have easement or access rights in the Land described in Schedule C.

(L) -AS TO PARCELS FIRST, SECOND AND THIRD (LOTS B, C, 1-A, AND 2):-

EXHIBIT "F-1"

- (1) 10 feet building setback line along Waimanu Street as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, revised September 8, 2008.

-NOTE:- The building setback line along Waimanu Street is measured 20 feet from the existing property line.

- (2) 10 feet road widening setback line along Waimanu Street as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, revised September 8, 2008.

5. -AS TO ITEM IV:-

- (A) The terms and provisions contained in the following:

INSTRUMENT : ENTRY PERMIT

DATED : October 15, 2001

RECORDED : Document No. 2001-174224

PARTIES : HONOLULU DESIGN CENTER, LLC, a Hawaii limited liability company, KAPIOLANI D.C., INC., a Hawaii corporation, and HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

RE : permitting a license to enter upon the land described in Schedule C herein, for the uses of constructing within Lot 72

- (B) The terms and provisions contained in the following:

INSTRUMENT : INDEMNITY AGREEMENT

DATED : November 6, 2001

RECORDED : Document No. 2001-176160

PARTIES : KAPIOLANI D.C., INC., a Hawaii corporation, and HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

RE : permission to enter upon the premises for the purposes of building, constructing, repairing, maintaining and operating the facilities as necessary or desirable to provide continued electrical service to the premises

- (C) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DATED : March 11, 2008

RECORDED : Document No. 2008-043974

GRANTING : easement for utility purposes

EXHIBIT "F-1"

(D) SETBACK (15 feet along Kapiolani Boulevard)

PURPOSE : building
SHOWN : on survey map prepared by James R. Thompson, Land Surveyor,
with Walter P. Thompson, Inc., dated September 5, 2008, revised
September 8, 2008

6. The terms and provisions contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED

DATED : effective June 19, 2008

FILED : Land Court Document No. 3764281

RECORDED : Document No. 2008-105520

7. Any unrecorded leases and matters arising from or affecting the same.

8. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described in Schedule C herein.

9. Encroachments or any other matters as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, revised September 8, 2008.

NOTES:

RECORDATION OF CONDOMINIUM DOCUMENTS: SUBSEQUENT TO THE DATE OF THE PRELIMINARY REPORT SHOWING THE FOREGOING ENCUMBRANCES AGAINST TITLE, THE DEVELOPER RECORDED THE PROJECT'S DECLARATION, BYLAWS AND CONDOMINIUM MAP. THE RECORDATION INFORMATION FOR THESE DOCUMENTS IS DISCLOSED IN SECTIONS 3.1, 3.2 AND 3.3 OF THE PUBLIC REPORT TO WHICH THIS EXHIBIT IS ATTACHED.

DELETION OF ENCUMBRANCE 4(J): RECORDATION OF THE DECLARATION MADE ENCUMBRANCE 4(J) ABOVE (REGARDING ACCESS) NO LONGER APPLICABLE. ACCORDINGLY, ENCUMBRANCE 4(J) IS NOT SHOWN AS AN ENCUMBRANCE IN THE DECLARATION, WILL NOT BE INCLUDED AS AN ENCUMBRANCE IN ANY UNIT DEED AND WILL NOT BE LISTED AS AN EXCEPTION TO COVERAGE IN ANY TITLE INSURANCE POLICY SUBSEQUENTLY ISSUED ON ANY UNIT.

BLANKET MORTGAGE: PRIOR TO CONVEYANCE OF A UNIT TO A BUYER, THE DEVELOPER MAY OBTAIN CONSTRUCTION FINANCING FOR THE PROJECT AND GIVE A BLANKET MORTGAGE ON THE PROJECT AS SECURITY. SECTION

EXHIBIT "F-1"

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5.3 ON PAGES 13 AND 13a OF THE PUBLIC REPORT TO WHICH THIS EXHIBIT IS ATTACHED EXPLAINS MORE ABOUT THE POSSIBLE EFFECTS OF A BLANKET MORTGAGE ON THE PROJECT.

DESCRIPTION OF THE LAND

-ITEM I:- TMK No. (1) 2-3-003-088

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

LOT 435, area 41,681 square feet, more or less, as shown on Map 20, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 670 of Victoria Ward.

Being the land(s) described in Transfer Certificate of Title No. 913,530 issued to KC RAINBOW II, LLC, a Hawaii limited liability company.

-ITEM II:- TMK No. (1) 2-3-003-102

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

LOT 443, area 10,405 square feet, more or less, as shown on Map 25, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 670 of Victoria Ward.

Being the land(s) described in Transfer Certificate of Title No. 913,530 issued to KC RAINBOW II, LLC, a Hawaii limited liability company.

-ITEM III:- TMK No. (1) 2-3-003-072

-FIRST:-

All of those certain parcels of land situate on Waimanu Street at Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: B, area 2,917 square feet, more or less, and
C, area 1,260 square feet, more or less,

as shown on Map 2, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1400 of Kodak Hawaii, Limited.

Being the land(s) described in Transfer Certificate of Title No. 913,531 issued to KC RAINBOW II, LLC, a Hawaii limited liability company.

-SECOND:-

EXHIBIT "F-2"

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All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1807, Land Commission Award Number 3169, Apana 1 to Koalele) situate, lying and being at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 1-A, being a portion of Lot 1, and thus bounded and described as per survey dated December 27, 2001, to-wit:

Beginning at the south corner of this parcel of land, being also the southwest corner of Lot 2 and on the northeast side of Waimanu Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,835.78 feet south and 709.62 feet west and running by azimuths measured clockwise from true South:

1. 141° 56' 170.56 feet along the new northeast side of Waimanu Street;
2. 209° 45' 116.00 feet along Lot 435 (Map 20) of Land Court Application 670;
3. 302° 28' 177.73 feet along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
4. 32° 28' 57.14 feet along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
5. 110° 30' 59.73 feet along Lot 2 along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
6. 4° 20' 100.00 feet along Lot 2 along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
7. 33° 00' 15.00 feet along Lot 2 along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele to the point of beginning and containing an area of 21,888 square feet, more or less.

-THIRD:-

All of that certain parcel of land (portion of the land described in and covered by Royal Patent No. 1807, Land Commission Award No. 3169, Apana 1 to Koalele) situate, lying and being at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 2, and thus bounded and described as per survey dated April 5, 1989, to-wit:

Beginning at the northwest corner of this parcel of land, on the north side of Waimanu Street and at the south corner of Lot 1, being a portion of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,835.78 feet south and 709.62 feet west and thence running by azimuths measured clockwise from true South:

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1. 213° 00' 15.00 feet along Lot 1, being a portion of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
2. 184° 20' 100.00 feet along Lot 1, being a portion of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
3. 290° 30' 59.73 feet along Lot 1, being a portion of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
4. 32° 28' 27.33 feet along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
5. 300° 34' 35.94 feet along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
6. 9° 08' 81.32 feet along Lot B of Land Court Application 1400 as shown on Map 2;
7. 52° 46' 40.35 feet along Lot B of Land Court Application 1400 as shown on Map 2;
8. 141° 52' 69.50 feet along the North side of Waimanu Street to the point of beginning and containing an area of 9,289 square feet, more or less.

-FOURTH:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1807, Land Commission Award Number 3169, Apana 1 to Koalele) situate, lying and being at Kewalo, City and County of Honolulu, State of Hawaii, being LOT 1-B, and thus bounded and described as per survey dated December 27, 2001, to-wit:

Beginning at the southeast corner of this parcel of land being also the southwest corner of Lot 2 and on the Northeast side of Waimanu Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,835.78 feet south and 709.62 feet west, and running by azimuths measured clockwise from true South:

1. 33° 00' 15.00 feet along the present northeast side of Waimanu Street;
2. 140° 27' 20" 167.93 feet along same;
3. 209° 45' 20.00 feet along same;

EXHIBIT "F-2"

4. 321° 56' 170.56 feet along the new northeast side of Waimanu Street to the point of beginning and containing an area of 2,781 square feet, more or less.

-ITEM IV:- TMK No. (1) 2-3-003-084

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1807, Land Commission Award Number 3169, Apana 1 to Koalele) situate, lying and being on the southwest side of Kapiolani Boulevard, at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, and thus bounded and described:

Beginning at a pipe at the north corner of this parcel of land, the true azimuth and distance to a pipe marking the end of the second course of Land Court Application No. 670 on the northeast side of Waimanu Street being 29° 45' 213.53 feet and thence running by true azimuths and distance as follows:

1. Firstly along the southwest side of Kapiolani boulevard on a curve to the left with a radius of 1,708.0 feet, the direct azimuth and distance being 309° 31' 55" 129.2 feet to a pipe;
2. 29° 33' 81.6 feet to a pipe;
3. 122° 28' 127.73 feet to a pipe;
4. 209° 45' 97.53 feet to the point of beginning and containing an area of 11,312 square feet, more or less.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED

GRANTOR : EVERSINE X, a California limited partnership, registered in California as Evershine X, L.P.

GRANTEE : KC RAINBOW II, LLC, a Hawaii limited liability company

DATED : effective June 19, 2008

FILED : Land Court Document No. 3764281

RECORDED : Document No. 2008-105520

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DEVELOPER'S RESERVED RIGHTS GENERALLY

The following is a summary of rights reserved by the Developer in the Declaration. This is only a summary. The Buyer should read the Declaration for more information about the Developer's reserved rights before signing a Sales Contract.

(a) In section 8.2 of the Declaration, the Developer has reserved the right, without the joinder or consent of any other person or entity, to sign and record (if appropriate) such documents or instruments (including but not limited to amendments of the Declaration, the Bylaws or the Condominium Map), enter into such agreements and do all things that may be necessary to obtain such permits and/or agreements as may be required by the Hawaii Community Development Authority ("HCDA") or the documents defined in section 8.3 of the Declaration as the "Kakaako Documents", and to comply with all applicable permits, laws, rules, ordinances and other governmental requirements that pertain to the Project.

(b) In section 9.4 of the Declaration, the Developer has reserved the right, without the joinder or consent of the Association, any unit owner, unit purchaser, lienholder or other person, to designate, grant, convey, transfer, cancel, relocate and otherwise deal with any easements over, under, across or through the common elements (including the limited common elements) of the Project for any reasonable purpose, which may include, but shall not be limited to, those purposes that are necessary to the operation, care, upkeep, maintenance or repair of any unit, the common elements or any easements for access or utilities or for any public purpose, and for those purposes contemplated by or incidental to the exercise of the rights reserved to the Developer in section 25 of the Declaration, or the exercise of any other rights reserved to the Developer in the Declaration; provided, however, that in exercising its rights under section 9.4, the Developer shall not do anything or permit anything to be done that shall unreasonably interfere with the use of the affected common or limited common element for its originally intended purpose, unless such action is required to ensure the public health, safety or welfare or to comply with any governmental rule, regulation, law or ordinance, or to permit the reasonable development, use and enjoyment of any of the "Withdrawn Property", as described in section 25 of the Declaration. This right reserved to the Developer shall continue for so long as the Developer or the Developer's successor in interest owns any unit in the Project; provided, however, that upon termination of the Developer Control Period described in section 26 of the Declaration and the Association's election of a Board of Directors, this right shall be shared by the Developer and the Association and may be exercised by either of them without the joinder or consent of the other until the Developer's right terminates as provided in the Declaration.

(c) In section 9.5 of the Declaration, the Developer has reserved the right, on behalf of and for the use and benefit of (and if appropriate, in the name of) the Association, but without the joinder or consent of the Association, any unit owner, unit purchaser, lienholder or other person, to accept, acquire, transfer, cancel, relocate and otherwise deal with any exclusive or nonexclusive right, license, easement or other entitlement over, under, across or through any lands adjacent to or in the vicinity of the Project for any reasonable purpose, which may include, but shall not be limited to, any of the same purposes set forth in section 9.4 of the Declaration or for the reason that any owner of any such lands adjacent to or in the vicinity of the Project exercises any right to require the relocation of any such easement or installation or area affected

EXHIBIT "G"

by any such right, license, easement or other entitlement. The right reserved in section 9.5 shall include, without limiting the generality of the foregoing, the right to accept, acquire, transfer, cancel, relocate and otherwise deal with rights, licenses, easements or entitlements to use the surface of Waimanu Street for ingress and egress to and from the Project, and/or to use any and all sewer, drainage or other utility lines, pipes, culverts or installations of whatever kind beneath the surface of Waimanu Street and serving or intended to serve the Project, which rights, entitlements or easement may be appurtenant or may be made appurtenant to the Land of the Project. The right reserved to the Developer in section 9.5 shall continue for so long as the Developer or the Developer's successor in interest owns any unit in the Project; provided, however, that upon termination of the Developer Control Period described in section 26 of the Declaration and the Association's election of a Board of Directors, this right shall be shared by the Developer and the Association and may be exercised by either of them without the joinder or consent of the other until the Developer's right terminates as provided in the Declaration.

(d) In section 9.6 of the Declaration, the Developer has reserved the right, in and for itself and/or on behalf of and in the name of the Association, but without the joinder or consent of the Association, any unit owner, unit purchaser, lienholder or other person, to grant, designate or otherwise establish a nonexclusive easement and/or right in favor of the public and or the tenants or owners of adjacent properties to use, during reasonable hours subsequently to be established, all or part of that portion of the Project that extends at ground level from Kapiolani Boulevard to Waimanu Street and is designated on the Condominium Map as "Plaza" for pedestrian access purposes to and from Kapiolani Boulevard and Waimanu Street. This right includes the right to obligate the Association to maintain, repair and insure such area for such purposes and to give the HCDA, the City and County of Honolulu, the State of Hawaii or any one or more political subsidiaries or subdivisions of any of them the right to enforce the terms of any grant, agreement, declaration or other instrument that designates or establishes the public's right to use such area, all in accordance with such requirements as may be imposed by the HCDA, the City and County of Honolulu, the State of Hawaii or any political subsidiary or subdivision of any of them.

(e) In section 9.7 of the Declaration, the Developer has reserved for itself, its agents, employees, contractors, licensees, and successors in interest, an easement over and upon and a right to enter the Project as may be reasonably necessary for the completion of the Project and the sale of all units in the Project. This easement and right to enter shall continue for so long as the Developer or the Developer's successor in interest retains any interest in any unit in the Project and shall include (but not be limited to) the right to use model units, sales and management offices, parking stalls and sales displays.

(f) In section 9.8 of the Declaration, if the Project is found not to be in compliance with any federal, state or local law in effect at any time after completion of the Project, the Developer has reserved the right, at its election but without obligation and without the joinder or consent of the Association, any unit owner, unit purchaser, lienholder or other person, to enter the Project and make such modifications to the common elements as are necessary, in the Developer's judgment, to bring the Project into compliance with the applicable laws. This right shall also include the right to cause noise, dust and other disturbances and nuisances incidental to modifying the common elements as required; provided, however, that the Developer or any party

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performing such work on behalf of the Developer shall make reasonable efforts to minimize such disturbances and nuisances.

(g) In section 10.1(a) of the Declaration, unit owners (including the Developer for so long as the Developer owns any unit) can transfer certain limited common elements from unit to unit, subject to the requirements of section 10.1(a) and restrictions contained in section 10.1(b) of the Declaration. The amendments of the Declaration required to accomplish such transfers need only be executed by the owner of the unit whose limited common element is being transferred, and the owner of the unit receiving the limited common element; provided, however, that unit mortgages and leases may also require the consent of mortgagees or lessors, respectively, of the units involved.

(h) In section 10.1(c) of the Declaration, the Developer has reserved the right, without the joinder or consent of the Association, any unit owner, unit purchaser, lienholder or other person, to execute and record one or more amendment(s) to the Declaration reassigning any number of the limited common element parking stalls currently assigned to the Commercial Units and the Industrial Units as a group to some or all of the individual Commercial Units and/or Industrial Units for their exclusive use; provided, however, that upon such reassignment, each Commercial Unit and Industrial Unit shall have access to at least the minimum number of parking stalls required by applicable zoning and other governmental or quasi-governmental permits, ordinances, rules and/or regulations. The rights reserved to the Developer in section 10.1(c) shall continue for so long as the Developer retains fee simple ownership of all of the Commercial Units and Industrial Units in the Project.

(i) In section 10.2 of the Declaration, the owner of a unit to which a limited common element parking stall is assigned (including the Developer for so long as the Developer owns such a unit) and the owner of a single-stall parking unit (including the Developer for so long as the Developer owns such a unit) may exchange the limited common element parking stall for the parking unit and, by amendment of the Declaration, convert the original limited common element parking stall into a parking unit and convert the original parking unit into a limited common element parking stall. The amendment need only be executed by the owner of the unit to which the limited common element parking stall is assigned and the owner of the affected parking unit, and shall comply with all of the requirements of section 10.2 of the Declaration.

(j) In section 18 of the Declaration, the Developer has reserved the right, subject to certain conditions and restrictions set forth in section 18 of the Declaration, to subdivide any Commercial Unit owned by the Developer and, by way of amendment of the Declaration and the Condominium Map, to adjust the common interests appurtenant to Developer-owned Commercial Units, and to add or delete limited common elements in connection with such subdivision, without the approval, joinder or consent of the Association, the Board, any unit owner or unit purchaser or any other person or entity except mortgagees of affected units.

(k) In section 19.1 of the Declaration, the Developer has reserved the right, without the joinder or consent or approval of any other person, to amend the Declaration (and when applicable, any exhibits to the Declaration), the Bylaws and the Condominium Map to file the "as-built" certification of a licensed architect, engineer or surveyor required by the Act, and/or to

correct typographical or other drafting errors. In section 19.2 of the Declaration and/or in section 10.2(b) of the Bylaws, the Developer has also reserved the right (but not the obligation) for so long as the Developer retains any interest in a unit in the Project, without the joinder or consent of any other person, to amend the Declaration and the Bylaws (and the Condominium Map, if appropriate) for the purpose of meeting any requirement imposed by (i) any applicable federal, state or county law, rule or ordinance, (ii) the Real Estate Commission, (iii) any title insurance company issuing a title insurance policy on the Project or any of the units, (iv) any institutional lender lending funds on the security of the Project or any of the units, or (v) any other governmental or quasi-governmental agency including, without limitation, the HCDA, the City and County of Honolulu, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no such amendment that would change the common interest appurtenant to a unit owned by any person other than the Developer or substantially change the design, location or size of a unit owned by any person other than the Developer shall be made without the consent of all persons having an interest in such unit, except as expressly provided otherwise in the Declaration.

(l) In section 25 of the Declaration, the Developer has reserved the right, without being required to obtain the consent or joinder of any person or group of persons, including the Association, any unit owner or any mortgagee (other than the holder of any blanket mortgage covering the affected units), lien holder, unit purchaser, or any other person who may have an interest in the Project or in any unit, to change the type, layout and dimensions (including overall net area) of any unsold unit and/or the limited common elements appurtenant thereto, to merge or consolidate two or more unsold units into a single unit, to convert limited common elements appurtenant to and physically adjacent to an unsold unit to a part of the unit, and to equitably reapportion common interests appurtenant to unsold units if appropriate to reflect such changes, without, however, altering or otherwise affecting the common interests appurtenant to any sold units or any units owned by any person(s) other than the Developer, all as more fully disclosed in section 25 of the Declaration and in Exhibit "K" attached to this Public Report.

(m) In section 25 of the Declaration, the Developer has also reserved the right (but without obligation) to do all things necessary or convenient to cause the consolidation and resubdivision of the Project's land, and to remove, delete and withdraw from the Project those portions of the Project's land that will be required for road widening purposes, all as more fully disclosed in section 25 of the Declaration and in Exhibit "K" attached to this Public Report.

(n) In section 26 of the Declaration, the Developer reserves the unilateral right, for itself and for any person or persons designated by the Developer, to appoint and remove all of the officers and members of the Association's Board of Directors for the duration of the "Developer Control Period" described in section 26 of the Declaration.

(o) In section 27 of the Declaration, the Developer reserves the right to repurchase an owner's unit under certain circumstances for a period of ten (10) years from the date of recordation of the Deed conveying the unit to the owner, provided that the owner shall have complained to the Developer about the physical condition and/or design of the unit or the Project and the Developer, after a good faith and diligent effort, shall be unable to rectify the matters

EXHIBIT "G"

complained about to the owner's satisfaction within a reasonable period of time, as determined by the Developer in its sole discretion. Section 27 of the Declaration contains specific terms for determining the repurchase price and specific mortgagee protection provisions, all of which are also more fully described and disclosed in Exhibit "L" attached to this Public Report.

(p) Without limiting any of the specific reservations contained in the Declaration and summarized in the foregoing, each of the rights reserved to the Developer in the Declaration and summarized above includes the right to execute (and, if appropriate, to cause to be recorded in the Bureau and in the Land Court) any and all legal documents, agreements, certificates, amendments, maps, plans, conveyances and other instruments required by law to accomplish the tasks for which such rights are reserved, including (but not limited to) one or more amendments to the Declaration, the Bylaws and/or the Condominium Map as may be necessary to reflect changes to the Project or the land caused by or otherwise related to the exercise of the rights reserved in the Declaration. Any such instrument or amendment need only be signed by the person or entity that is entitled under the Declaration to exercise such rights, without the joinder or consent of any other party, including the Association, any unit owner, unit purchaser, mortgagee, lienholder, or any other person or entity whatsoever, unless the Declaration specifically requires the consent or joinder of such other party.

(q) Section 9.10 of the Declaration provides that, to the extent that the joinder or consent of any unit owner may be required in order to confirm, effectuate or exercise any easements or rights granted or reserved to the Developer in section 9 or elsewhere in the Declaration or in the Bylaws, or to validate any act or thing done pursuant to such easements, rights and reservations of the Developer, or to execute and record any instruments or amendments to any instruments (including, but not limited to, the Declaration, the Bylaws and/or the Condominium Map), such joinder or consent may be executed and given by the Developer as the attorney-in-fact for, and in the name and stead and on behalf of, such unit owner. Each unit owner, by acquiring or accepting the ownership of a unit or any other interest in the Project or any unit, will thereby (i) appoint the Developer as such owner's attorney-in-fact as aforesaid, such appointment being coupled with an interest and being irrevocable, and will thereby (ii) agree that such owner shall, promptly upon the Developer's request and for no further consideration, execute, acknowledge and deliver to the Developer such instruments as the Developer may require to evidence or confirm such joinder or consent. Without limiting the generality of section 9.10 of the Declaration, other sections of the Declaration in which specific rights are reserved to the Developer also contain specific provisions entitling the Developer to act on behalf of the unit owners as their special attorney-in-fact.

(r) In section 6.2 of the Bylaws, the Developer reserves the right to select the initial managing agent for the Project, subject, however, to the provisions of Section 514B-135 of the Act.

(s) In section 10.2(d) of the Bylaws, the Developer reserves the right, without the joinder or consent of any other party, including any Unit Owner, Unit purchaser, mortgagee, lienholder, or any other person or entity whatsoever, to amend the Bylaws as reasonably necessary or appropriate to reflect changes to the Declaration and/or the Condominium Map

EXHIBIT "G"

and/or to the Project brought about through the exercise of rights reserved to the Developer in the Declaration.

(t) Section F.3(g)(xiv) of the Sales Contract provides that to the extent that the joinder or consent of the buyer shall be required to effect any of the changes contemplated by, caused by or arising in connection with the exercise of the rights reserved to the seller as "Developer" under the Declaration, such joinder or consent may be executed and given by the seller as the attorney-in-fact for, and in the name and stead and on behalf of, the buyer, and the unit deed to the buyer shall appoint the seller as the buyer's special attorney-in-fact for such purposes. In addition, at the seller's request, no later than closing, the buyer shall execute and deliver to the seller (A) an instrument, in recordable form, legally sufficient to appoint the seller as the buyer's special attorney-in-fact for the limited purpose of accomplishing the purposes of the rights reserved to the seller in the Declaration, or, if the buyer is not a natural person, (B) a written instrument having the same legal effect as a power of attorney, properly executed and authorized and binding on the buyer, appointing the seller as an authorized signatory for and on behalf of the buyer, which instrument may be in the form of a resolution or such other form as the seller, the Bureau of Conveyances, the Land Court and/or any Project lender or title insurance company may require, and such appointment and/or authorization shall be coupled with an interest and irrevocable. Further, by acquiring or accepting a unit, the buyer shall thereby covenant and agree that the buyer shall, promptly upon the seller's request and for no further consideration, execute, acknowledge and deliver to the seller such further instruments as the seller may require to fulfill the intent and purpose of the reservations of rights in favor of the Developer in the Sales Contract or in the Declaration.

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS
FOR
MOANA VISTA

EXHIBIT "H"

CERTIFICATE

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

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

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

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

DATED: Honolulu, Hawaii, this 19th day of March 2008.



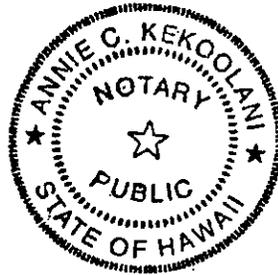
Name: EMORY BUSH
Title: PRESIDENT

Subscribed and sworn to before me
this 19th day of March, 2008.



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

My commission expires: 02-16-2010



ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS
FOR
MOANA VISTA

Estimate of Initial Maintenance Fees:

Unit Type	Estimated Initial Monthly Fee for each Unit of this Type	Times 12 months = Estimated Initial Yearly Fee for each Unit of this Type	Times the Number of Units of this Type	= The Total Combined Estimated Yearly Fee for all Units of this Type
A/AR	\$419.59	\$5,035.08	76	\$382,666.08
B/BR	\$431.74	\$5,180.88	82	\$424,832.16
C/CR	\$460.01	\$5,520.12	82	\$452,649.84
D/DR	\$568.37	\$6,820.44	82	\$559,276.08
E/ER	\$518.28	\$6,219.36	76	\$472,671.36
F/FR	\$595.45	\$7,145.40	76	\$543,050.40
PA/PAR	\$731.05	\$8,772.60	6	\$52,635.60
PE/PER	\$572.59	\$6,871.08	6	\$41,226.48
PF/PFR	\$649.71	\$7,796.52	6	\$46,779.12
Comm 1	\$82.80	\$993.60	1	\$993.60
Comm 2	\$1,773.40	\$21,280.80	1	\$21,280.80
Ind 1	\$38.94	\$467.28	1	\$467.28
Ind 2	\$43.52	\$522.24	1	\$522.24
Ind 3	\$68.81	\$825.72	1	\$825.72
Ind 4	\$19.20	\$230.40	1	\$230.40
Ind 5	\$8.53	\$102.36	1	\$102.36
Parking-Regular	\$10.36	\$124.32	34	\$4,226.88
Parking-Tandem	\$20.72	\$248.64	12	\$2,983.68
Storage (85 sf or less)	\$5.95	\$71.40	5	\$357.00
Storage (86 sf or more)	\$9.45	\$113.40	14	\$1,587.60

Total Estimated Initial Maintenance Fees for All Units of All Types: **\$3,009,364.68***

A unit owner shall become obligated for the payment of the share of the common expenses allocated to the owner's unit at the time the certificate of occupancy relating to the owner's unit is issued by the City and County of Honolulu; provided, however, that the Developer may elect to assume and pay all actual common expenses for a certain period of time. If the Developer elects to pay actual common expenses, the Developer will provide, to each affected unit buyer or owner, an amendment to this Public Report that states that the unit owner shall not be obligated for the payment of the owner's share of the common expenses until after the date that is specified in the amendment or in a separate written notice, and from and after the specified date, the unit owners shall be obligated to pay for the portion of common expenses that are allocated to their respective units. The Developer's notice of the commencement date may be given by the Managing Agent as agent for the Developer but in all events the notice shall be delivered in compliance with the requirements of the Act.

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

*(This amount exceeds the estimated total annual disbursements shown on page 5 of this Exhibit "H" by \$4.68 because of the unavoidable rounding of decimals in calculating estimated amounts to be collected and disbursed.)

Estimate of Maintenance Fee Disbursement

Moana Vista

Utilities and Services	Monthly	Annually
Electricity	\$120,000	\$1,440,000
Electricity Reimbursement	-\$80,000	-\$720,000
Internet and Telephone	\$27,000	\$324,000
Internet and Telephone Reimbursement	-\$27,000	-\$324,000
TV Cable	\$18,675	\$224,100
Water	\$5,500	\$66,000
Sewer	\$20,000	\$240,000
Gas	\$360	\$4,320
Telephone (Common Area)	\$1,110	\$13,320
Contract Services		
Air Conditioning	\$498	\$5,988
Window Cleaning	\$5,000	\$60,000
Elevator	\$5,000	\$60,000
Pest Control	\$182	\$2,304
Generator	\$420	\$5,040
Refuse	\$2,520	\$30,240
Swing Stage	\$480	\$5,760
Fire Systems	\$300	\$3,600
Mechanical Systems	\$750	\$9,000
Backflow Test	\$240	\$2,880
Purchasing Hui	\$360	\$4,320
Maintenance, Repairs, Supplies		
Air Conditioning	\$1,440	\$17,280
Cleaning Supplies	\$960	\$11,520
Elevator Inspection	\$360	\$4,320
Grounds	\$1,200	\$14,400
Electrical/Lighting	\$1,800	\$21,600
Plumbing	\$240	\$2,880
Pool and Spa	\$600	\$7,200
Paint	\$600	\$7,200
Security Equipment	\$1,200	\$14,400
Fire Systems	\$360	\$4,320
Building Repairs	\$1,200	\$14,400
Misc Repairs & Purchases	\$480	\$5,760
Tools	\$240	\$2,880
Building Maint.- Other	\$1,200	\$14,400
Amenities	\$540	\$6,480
Payroll and Benefits		
P/R Manager	\$5,500	\$66,000
P/R Maintenance & Janitorial	\$21,000	\$252,000
P/R Security	\$16,000	\$192,000
P/R Office	\$3,500	\$42,000
Workers Comp	\$3,200	\$38,400
TDI	\$200	\$2,400
Health Care	\$6,500	\$78,000
Payroll Taxes	\$4,200	\$50,400
Payroll Prep	\$250	\$3,000
Manger Housing Expense	\$3,000	\$36,000
401K Expense	\$600	\$7,200
Professional Services		
M.A. Admin Supplies & Services	\$1,200	\$14,400
AOAO Admin Expenses	\$1,200	\$14,400
Education	\$400	\$4,800
Management Services	\$7,887	\$92,244

Exhibit "1" to EXHIBIT "H"

Estimate of Maintenance Fee Disbursement

Moana Vista

Utilities and Services	Monthly	Annually
Audit	\$167	\$2,004
Legal Fees	\$1,000	\$12,000
Consulting Fees	\$400	\$4,800
Newsletter Exp	\$100	\$1,200
Other Expenses		
Insurance	\$21,000	\$252,000
Uninsured Exp	\$2,000	\$24,000
Miscellaneous Expense	\$100	\$1,200
State General Excise Tax	\$300	\$3,600
Reserves	\$17,450	\$209,400
TOTAL	\$250,780	\$3,009,360

SUMMARY OF SALES CONTRACT AND ESCROW AGREEMENT

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

The Sales Contract provides for the number, amount and timing of payments the Buyer is to make to Escrow. The Escrow Agreement provides that Escrow is to collect these payments and, upon instructions from Seller, deposit them in a federally-insured, interest-bearing account at any bank, savings and loan association, financial services loan company or credit union authorized to do business in Hawaii. The Sales Contract and Escrow Agreement provide who gets to keep interest that may be earned on the funds with Escrow. If the Sales Contract is signed before the Seller has delivered to the Buyer a Notice of Right to Cancel Sales Contract ("Notice of Right to Cancel") and before certain other things have happened (as described in the Sales Contract), the Sales Contract shall not be binding on the Buyer or the Seller, and either of them may cancel it at any time before it becomes binding.

Section F.1 of the Sales Contract provides that the contract will become binding when both Buyer and Seller have signed the contract, the Seller has delivered to the Buyer a true copy of the Public Report and all amendments (with effective dates), true copies of the recorded Declaration, Bylaws and Condominium Map for the Project and a Notice of Right to Cancel, and the Buyer has either waived the right to cancel or is deemed to have waived the right to cancel as provided in Section 514B-86 of the Act.

After the Sales Contract becomes binding it may be cancelled by the Seller if, among other reasons, the Buyer is obtaining financing and fails to obtain a pre-qualification letter within a certain time specified in the Sales Contract, or a loan commitment within a certain time also specified in the Sales Contract, or if the Buyer is a cash buyer and fails to furnish satisfactory evidence of ability to pay within other time periods. In certain cases, the Buyer may be responsible for cancellation fees.

Section F.6 of the Sales Contract provides that the Seller may cancel the Sales Contract after it has become binding and refund all sums paid by the Buyer if construction of the foundation of the building that contains the Buyer's unit has not been completed within 12 months of the Effective Date of the contract.

The Sales Contract provides that if the Sales Contract has become binding between the Buyer and the Seller in accordance with Section F.1 thereof, and if certain other statutory requirements have been met, then Escrow may disburse to the Seller, prior to closing to pay certain Project costs, all or portions of the Buyer's funds deposited with Escrow in accordance with and subject to the requirements of the Act, and the Escrow Agreement. The Escrow Agreement provides that no disbursement of the Buyer's funds shall be made to the Seller to pay Project costs prior to closing unless the Seller certifies to Escrow, and to Escrow's satisfaction,

that the Seller has complied with all of the requirements of Section 514B-92 or 514B-93 (whichever is applicable) of the Act. Section F.2(a) of the Sales Contract expressly provides as follows:

BUYER SHOULD CAREFULLY REVIEW THE DEVELOPER'S PUBLIC REPORT FOR THE PROJECT (AND ALL AMENDMENTS TO THE PUBLIC REPORT) TO DETERMINE WHETHER SELLER HAS MET ALL OF THE REQUIREMENTS OF THE ACT FOR THE USE OF BUYERS' DEPOSITS TO PAY PROJECT COSTS PRIOR TO CLOSING. SECTION 5.6 (AND IN PARTICULAR, SECTION 5.6.2) OF THE PUBLIC REPORT CONTAINS IMPORTANT INFORMATION ABOUT THE USE OF BUYERS' DEPOSITS.

Section F.6 of the Sales Contract provides that Seller shall complete construction of the unit so as to permit normal occupancy of the unit within five (5) years from the Effective Date of the contract. Section F.6 of the Sales Contract also provides that if Seller misses this completion deadline, Buyer's sole remedy is to cancel the Sales Contract and receive a refund of sums paid.

The Sales Contract provides that if the Buyer defaults under the Sales Contract after the Effective Date, the Buyer may lose all of the Buyer's deposits with Escrow up to 15% of the Purchase Price under the Sales Contract, or the Buyer may be liable to the Seller for the amount of damages the Seller incurs due to the Buyer's default, whichever is greater. The Seller, at its option, may pursue an action against the Buyer for specific performance and may pursue other legal or equitable remedies as well. The Sales Contract also provides that, subject to applicable limitations under the federal Interstate Land Sales Full Disclosure Act and other applicable regulations, all costs, including reasonable attorneys' fees, that the Seller incurs by reason of the Buyer's default or breach under the Sales Contract shall be payable by the Buyer, even if the Buyer cures the default and the transaction proceeds.

The Sales Contract provides that if the Seller defaults after the Effective Date, the Buyer's sole remedy shall be to cancel the contract and receive a refund of all sums the Buyer has paid under the contract.

The Sales Contract includes Seller disclosures and Buyer acknowledgments of various conditions pertaining to the Project and the sale of the unit, including various property conditions and other conditions, all of which are more fully disclosed elsewhere in the Public Report to which this Exhibit is attached. The Sales Contract also discloses that the Seller has reserved various rights in the Declaration and/or in the Sales Contract. These reserved rights are also disclosed elsewhere in the Public Report.

The Sales Contract also provides that, by accepting title to the unit, the Buyer shall thereby give the Seller a special power of attorney to sign documents and do other things that may be required in order for the Seller to exercise its rights reserved in the Declaration and/or in the Sales Contract. In addition, the Sales Contract provides that at the Seller's request, the Buyer shall sign, no later than Closing, (A) an instrument, in recordable form, legally sufficient to appoint the Seller as the Buyer's special attorney-in-fact for the limited purpose of accomplishing the purposes of the rights reserved to the Seller in the Declaration, or, if the Buyer

is not a natural person, (B) a written instrument having the same legal effect as a power of attorney, properly executed and authorized and binding on the Buyer, appointing the Seller as an authorized signatory for and on behalf of the Buyer, which instrument may be in the form of a resolution or such other form as the Seller, the Bureau, the Land Court and/or any Project lender or title insurance company may require, and such appointment and/or authorization shall be coupled with an interest and irrevocable. Further, by acquiring or accepting a unit in the Project, the Buyer shall thereby covenant and agree that the Buyer shall, promptly upon the Seller's request and for no further consideration, execute, acknowledge and deliver to the Seller such further instruments as the Seller may require to fulfill the intent and purpose of the reservations of rights in favor of the Seller in the Sales Contract and/or in the Declaration.

The Sales Contract provides for refunds of the Buyer's deposit(s) (sometimes less escrow cancellation fees) if (a) either party cancels the Sales Contract before the Effective Date, or (b) if the Seller misses the completion deadline set forth in the Sales Contract, or (c) if the Seller cancels the Sales Contract because foundations have not been completed within 12 months of the Effective Date, or (d) if the Seller cancels the Sales Contract because the Buyer has not obtained financing within the time periods specified in the Sales Contract, or (e) with the exception of "Permitted Material Changes" as defined in the Sales Contract, if there is a material change in the Project after the Effective Date and the Buyer elects to cancel the Sales Contract, or (f) if the Buyer defaults under the Sales Contract and the Seller cancels the Sales Contract and retains 15% of the purchase price, in which case the Buyer may be entitled to a refund of deposits in excess of 15%, or (g) if the Buyer (or one of the Buyers, if there is more than one) is a natural person and dies before the Buyer has fulfilled all of its obligations under the Sales Contract and the Seller elects to rescind the Sales Contract.

The Sales Contract confirms that copies of certain important legal documents for the Project have been delivered or otherwise made available to the Buyer and that the Buyer has had an opportunity to read and/or review such documents, including the Declaration, the Bylaws, the Public Report, a specimen form of Condominium Unit Deed with Reservations and Conditions and Grant of Special Power of Attorney ("Unit Deed"), the Condominium Map, the Rules and Regulations and the Escrow Agreement. The Sales Contract also provides that the rights of any construction lender with a mortgage against the Project will be superior to the rights of the Buyer under the Sales Contract.

The Sales Contract prohibits the Buyer from assigning or transferring the Buyer's rights under the Sales Contract without the Seller's prior written consent. The Sales Contract provides that the Seller may require a consent fee for any transfer. The Sales Contract also prohibits the Buyer from re-selling or re-offering the unit for sale prior to the Buyer's acquisition of title to the unit.

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

The Sales Contract provides for “pre-closing.” “Pre-closing” means that Escrow may set a time for the Buyer to sign all of the documents Escrow asks the Buyer to sign, including the Unit Deed and other closing documents, and the Buyer will pay the Buyer’s share of the closing costs, as estimated by Escrow, prior to closing. The Buyer’s share of closing costs include the Buyer’s notary fees, the cost of drafting and recording the Unit Deed, the cost of a title report and any title insurance policy requested by the Buyer, any fees or charges pertaining to the Buyer’s use of the unit (e.g., telephone installation costs or other utility fees), 50% of Escrow’s fees, the Hawaii state conveyance tax, and any other closing costs not mentioned above that are customarily paid by buyers of Hawaii residential real estate. The Buyer will also pay a prorated share of real property taxes and any other assessments and charges assessed against the Project or the Buyer’s unit, prorated as of the Closing Date.

The Sales Contract provides that the Buyer will be required to pay, at closing, an amount equal to two months estimated common expenses for the Buyer’s unit and an additional non-refundable, non-transferable “start-up fee” in an amount equal to two months estimated common expenses. The “start-up fee” shall become the Seller’s property at closing but shall be used only for the limited and specific purposes set forth in the Sales Contract. Escrow then handles the closing, the transfer of title in accordance with the Escrow Agreement. The unit must be conveyed to the Buyer free and clear of any blanket liens, such as mortgages covering more than one unit.

The Sales Contract provides that the Seller may elect to close several purchases (including the Buyer’s purchase) at the same time in a “bulk closing”. A bulk closing may require the Buyer to pre-close and to pay into Escrow all purchase funds other than mortgage loan proceeds as early as 60-days prior to the scheduled closing date. **THE BUYER SHOULD READ SECTION F.11(b)(ii) OF THE SALES CONTRACT VERY CAREFULLY TO BE SURE THAT THE BUYER UNDERSTANDS WHAT MAY BE REQUIRED IN A BULK CLOSING.**

The Escrow Agreement provides certain protections to Escrow in the event of a dispute between the Buyer and the Seller. These protections include the right to file an “interpleader” and the right to recover certain fees and costs. In an interpleader action the escrow deposit is given to the court to decide what action to take. The Escrow Agreement sets out escrow fees, escrow cancellation fees and the fees for certain policies of title insurance.

The Sales Contract gives notice to the Buyer that Hawaii law contains important requirements that the Buyer must follow before the Buyer may file a lawsuit or other action for defective construction against the contractor who designed or constructed the Buyer’s unit.

Under the Escrow Agreement the Seller agrees (and under the Sales Contract the Buyer agrees) to pay Escrow on demand, and to indemnify and hold harmless Escrow from and against, all costs, damages, judgments, attorneys’ fees, expenses, obligations and liabilities of every kind and nature reasonably suffered or incurred in connection with or arising out of the escrow established under the Escrow Agreement, including, but not limited to, all costs and expenses incurred in connection with the interpretation of the Escrow Agreement or with respect to any

interpleader or other proceeding, but excluding all of the foregoing that is the result of any act or omission by Escrow or its agents that is not generally accepted in the Honolulu business community as a reasonable business practice. The Escrow Agreement further provides that, upon payment of such costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities, the prevailing party will be subrogated to Escrow's right to judgment for such costs, damages, etc., against third persons.

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

SPECIAL USE RESTRICTIONS

Section 10.6 of the Bylaws imposes the following restrictions on pets and other animals at the Project:

SECTION 10.6 Animals.

(a) **Generally.** No livestock, poultry, rabbits, or other animals whatsoever shall be allowed or kept in any Unit or in or on the limited common elements appurtenant to any Unit or in any other part of the Project except that an Owner of a Residential Unit may keep in the Unit (i) one dog that weighs 25 pounds or less when fully grown, (ii) one domestic cat, and (iii) other generally recognized small household pets in a reasonable number (to be determined by the Board) if the prior approval of the Board is obtained. Subject to the limits and restrictions contained in this Section 10.6 (including prior Board approval), permitted pets may also be kept in a Residential Unit by the Residential Unit Owner's tenant(s), provided that the Unit Owner consents in writing (which consent may be withheld in the Unit Owner's sole discretion), and provided, further, that a tenant who has received a Unit Owner's consent to keep pets must provide a copy of the written consent (which may be incorporated into a lease or rental agreement signed by the Owner and the tenant) to the resident manager or the managing agent on demand. Notwithstanding the generality of the foregoing, parrots and other exotic birds that make sounds that can be easily heard from outside of the Unit in which they are kept, and animals described as pests under section 150A-2 of the Hawaii Revised Statutes, or that are prohibited from importation into the State of Hawaii under sections 141-2, 150A-5 or 150A-6 of the Hawaii Revised Statutes, shall not be permitted anywhere at the Project. Permitted household pets shall not be kept, bred or used in any Unit or anywhere else at the Project for any commercial purpose nor allowed on any common element areas except when in transit and when caged, carried or on leash. Household pet owners shall be responsible for the immediate clean up of their pet's waste and disposal of same in their own refuse container. Any 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 Project on the demand of the Board; 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 ejection. All dogs permitted by these Bylaws shall be required to be registered with the resident manager and to wear a conspicuous tag provided by the Board, and any dog or cat may be detained by any person and delivered to the resident manager or managing agent or any director if found loose anywhere at the Project other than in the Owner's Unit. A detained dog or cat shall be released to its owner upon the payment of a reasonable administrative charge not to exceed \$25, payable to the Association.

(b) **Guide Dogs, Signal Dogs, Etc.** 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 Units and shall be allowed to walk throughout the common elements while on a lead or leash, provided that such animals shall at all times be accompanied by and in the control of their owners or owners' agent while present upon the common elements. If such a certified guide dog, signal dog or other animal causes a

EXHIBIT "J"

Page 1 of 4

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 ejection of the animal from the Project. Ejection 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 Project 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.

(c) **Indemnifications.** In no event shall the Board, the Association, the Association's officers, the resident manager, the managing agent or any other persons acting by, through or on behalf of the Association 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, tenant'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, the Association's officers, the resident manager, the managing agent or any other persons acting by, through or on behalf of the Association from and against any claim or action at law or in equity arising out of or in any way relating to such Owner's or such Owner's tenant's or guest's pet, guide dog, signal dog or other animal.

Section 11.1 of the Declaration imposes the following restrictions on the use of the Units and limited common elements:

11.1 Use of Units and Limited Common Elements.

(a) Subject to more specific restrictions set forth or referred to herein, each Residential Unit shall be used only for residential purposes, each Parking Unit shall be used only for the parking of motor vehicles, each Storage Unit shall be used only for storage purposes, each Commercial Unit shall be used only for commercial purposes, and each Industrial Unit shall be used only for industrial purposes.

(b) Notwithstanding the generality of the foregoing, the use of all Units shall be subject to such restrictions or limitations as may be imposed by applicable zoning and the Kakaako Documents, as amended and/or supplemented from time to time, and as the same may be further supplemented, expanded or restricted by any development or other agreements that the Developer enters into with the HCDA from time to time as a condition to the development of the Project..

(c) No Commercial Unit shall be used as an educational facility, a testing center, a social-service office or agency, for public or semi-private assembly, as a pet store, a nightclub, an establishment featuring explicitly sexual, adults-only products or entertainment (including, without limitation, stores offering adult books or films, adults-only theaters, or facilities offering nude or semi-nude entertainment), or for the sale or offering for sale of paraphernalia typically associated with the use of illegal drugs or other illegal substances.

(d) A Unit Owner may lease or rent his Unit to any third party for any period not prohibited or restricted by applicable zoning, the Development District Plan or the Mauka Area Rules, provided that the rental agreement is in writing and is expressly made subject to the covenants and restrictions contained in this Declaration, the Bylaws, the Rules and Regulations (if any) and the Act, and provided, further, that no Unit may be used as a rooming house or for bed and breakfast purposes. The Owner shall provide each rental tenant with a copy of the Rules and Regulations (if any) and shall make a copy of the Bylaws, as amended from time to time, available for the tenant's review. An Owner who rents his Unit shall at all times remain primarily and severally liable to all other Unit Owners and to the Association for any failure on the part of such Owner's tenant(s) to observe and comply with all provisions of this Declaration, the Bylaws, the Rules and Regulations (if any), and all other applicable laws.

(e) No Unit or any interest therein shall be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license," "residence club membership," "travel club membership" or "time interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess a Unit or Units in the Project is available to, or rotates among, various persons (whether or not identified) on a periodically recurring or nonrecurring basis, whether according to a fixed or floating interval or period of time or otherwise, and whether by way of deed, lease, association or club membership, license, rental or use agreement, cotenancy agreement, partnership or otherwise, and whether or not the program or arrangement is registered or required to be registered under Chapter 514E, Hawaii Revised Statutes, as amended, or under any successor law.

(f) No Owner will do (or allow to be done) or keep (or allow to be kept) in a Unit or elsewhere in the Project anything that may jeopardize the soundness or safety of the Project, or that may interfere with or unreasonably disturb the rights of other Unit Owners, or that may increase the rate of the hazard or liability insurance premiums on the Project or the contents thereof, or that may reduce the value of the Project.

(g) The Owner of any Unit will not, without the prior written consent of the Board, display any sign or place any other thing in or upon any doors, windows, walls or other portions of the Unit or the common elements so as to be visible from the exterior, provided, however, that this restriction shall not apply to signs displayed by the Developer for sales purposes prior to the completion of sales of all Units in the Project. Notwithstanding the foregoing, the Board of Directors may promulgate commercially reasonable standards, rules or guidelines, consistent with applicable zoning, the Development District Plan and the Mauka Area Rules for the display of signs in connection with the use and operation of the Commercial and Industrial Units, and strict compliance with such standards, rules or guidelines will preclude the necessity of prior Board approval of such signs.

(h) No Unit Owner shall make or permit to be made any noise by himself or his tenants, employees, guests, or invitees, which will unreasonably annoy or interfere with the rights, comfort or convenience of other Owners or occupants of the Project.

(i) Every Unit Owner and occupant shall at all times observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association for the time being applicable to the use of the Unit and the Project.

(j) No garments, rugs or other objects shall be hung from windows or over gates, railings, fences or walls of the Project, or anywhere else visible from other Units, the common or limited common elements or from adjoining properties. No rugs or other objects shall be dusted or shaken from windows or walkways or cleaned by beating or sweeping on any exterior part of the Project.

(k) Nothing shall be allowed, done or kept in any Unit or common element of the Project that would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

(l) No Unit Owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his Unit or the limited common elements appurtenant thereto.

(m) It is intended that the exterior of the Project present a uniform appearance, and to effect that end the use of Parking Units or limited common elements (including limited common element parking stalls) for the open storage of boxes, equipment, supplies and materials of any sort or kind whatsoever is prohibited.

**DEVELOPER'S RESERVED RIGHTS TO CHANGE UNSOLD UNITS,
TO CONSOLIDATE, SUBDIVIDE AND WITHDRAW LAND**

Section 25 of the Declaration provides as follows:

25. Reservations to Change Unsold Units, Consolidate, Resubdivide and Withdraw Land.

25.1 **Right to Change Unsold Units.** Any other provision in this Declaration to the contrary notwithstanding, the Developer shall have (and hereby reserves) the right in its sole discretion under this section 25, without being required to obtain the consent or joinder of any person or group of persons, including the Association, any Unit Owner or any mortgagee (other than the holder of any blanket mortgage covering the affected Units), lien holder, Unit purchaser, or any other person who may have an interest in the Project or in any Unit, to change the type, layout and dimensions (including overall net area) of any unsold Unit and/or the limited common elements appurtenant thereto, to merge or consolidate two or more unsold Units into a single Unit, to convert limited common elements appurtenant to and physically adjacent to an unsold Unit to a part of the Unit, and to equitably reapportion common interests appurtenant to unsold Units if appropriate to reflect such changes, without, however, altering or otherwise affecting the common interests appurtenant to any sold Units or any Units owned by any person(s) other than the Developer. For purposes of this section 25, "unsold Unit" shall mean a Unit owned by the Developer and for which no sales contract for the purchase and sale of the Unit has become binding upon both the seller and the buyer under the contract. The rights reserved in this section 25.1 shall include the right to amend this Declaration, the Bylaws, the Condominium Map and any and all other documents pertaining to the Project to the extent necessary to reflect such changes, all without the joinder or consent of any other party, including any Unit Owner, Unit purchaser, mortgagee (other than the holder(s) of any mortgage(s) covering the affected Units), lienholder, or any other person or entity whatsoever.

25.2 **Consolidation, Subdivision and Withdrawal Generally.** The Project's Land is subject to certain set backs for possible future road widening purposes. Accordingly, the Developer may be required at some time in the future to consolidate some or all of the individual lots comprising the Project's land and resubdivide the Land and withdraw from the Project the portion that is required for road widening. The Project's current Land contains an area of approximately 101,533 square feet. In the event that the Project's land is consolidated and resubdivided and a portion is withdrawn from the Project for road widening purposes, the Developer estimates that the Project's Land will contain an area of approximately 92,750 square feet, more or less. However, the actual area of the Land after consolidation, resubdivision and withdrawal will depend upon the amount of Land actually required for road widening purposes, which cannot be determined with any precision in advance.

25.3 **Rights to Consolidate, Subdivide and Withdraw.** To facilitate the process of consolidation and resubdivision and to enable the Developer to comply with any road widening requirements that may be imposed upon the Project at any time, the Developer hereby reserves the right (but without obligation), for itself, its successors in interest and assigns to do

all things necessary or convenient (i) to cause the consolidation and resubdivision of the Land, and (ii) to cause such consolidation and resubdivision to be properly approved, recognized and documented by and in the Land Court, the Bureau, the City and County of Honolulu and any other governmental or quasi-governmental authority, agency, department or office having jurisdiction over the Project and/or the Land, and (iii) to remove, delete and withdraw from the Project and the effect of this Declaration and the Act those portions of the Project's current Land that will be required for road widening purposes, and (iv) to amend this Declaration, the Bylaws, the Condominium Map and any and all other documents pertaining to the Project to the extent necessary to reflect such consolidation, resubdivision and withdrawal, all without the joinder or consent of any other party, including any Unit Owner, Unit purchaser, mortgagee (other than the holder of any blanket mortgage covering the Land prior to consolidation and resubdivision or at the time of withdrawal), lienholder, or any other person or entity whatsoever. Those portions of the Project's current Land that may be withdrawn from the Project in accordance with this section 25 are sometimes herein called the "Withdrawn Property."

25.4 **Effect of Withdrawal.** Upon withdrawal, removal and deletion of the Withdrawn Property as set forth in this section 25, and with no further action required, no Unit Owner, mortgagee, lien holder, Unit purchaser or any other person (other than the Developer and the holder of any blanket mortgage covering the Withdrawn Property) who may have an interest in the Project or any Unit shall have any legal or equitable interest in the Withdrawn Property (it being the intent hereof that, upon such removal and deletion, fee simple title to the Withdrawn Property and any interests appurtenant thereto will vest solely in the Developer or in the Developer's designee, which may be the City and County of Honolulu if the Withdrawn Property is dedicated as part of a public roadway). If deemed necessary to effect the intent of this section 25, each Unit Owner, mortgagee, lien holder and any other person who may have an interest in the Project or any Unit shall, if requested by the Developer, unconditionally quitclaim and/or release its interest (if any) in the Withdrawn Property to the Developer or to the Developer's designee.

25.5 **Special Power of Attorney.** The Developer shall have the absolute right, notwithstanding the lease, sale or conveyance of any Unit, and without being required to obtain the consent or joinder of any Unit Owner, lien holder or other persons, to effect the changes to unsold Units and/or the consolidation and resubdivision of the Project's current Land, to withdraw, remove and delete from the Project those portions of the Land that are or may be required for road widening purposes, and to execute, record and/or file the herein described application(s), amendments, quitclaims, releases and any and all other instruments necessary or appropriate for the purpose of effecting the changes contemplated hereby. Any such action shall be deemed taken by the Developer as the true and lawful attorney-in-fact of the respective Unit Owners and lien holders. Each and every person acquiring an interest in any Unit, the Project or the Land covered by this Declaration, by such acquisition, consents to such changes and to the recordation of such documents as may be necessary to effect the same; agrees to execute such documents and do such other things as may be necessary or convenient to effect the same; and appoints the Developer his, her or its attorney-in-fact with full power of substitution to execute such documents and do such other things on his, her or its behalf, which grant of such power,

being coupled with an interest, is irrevocable and shall not be affected by the disability of any such person.

25.6 **Successors and Assigns.** The rights of the Developer under this section 25 shall extend to the Developer and to any party who expressly acquires the interest and rights of the Developer under this Declaration.

25.7 **Amendment of this Section 25.** Notwithstanding any provision herein to the contrary, this section 25 may not be amended without the written consent and joinder of the Developer for so long as the Developer retains an ownership interest in any Unit in the Project.

DEVELOPER'S RESERVED REPURCHASE RIGHTS

Section 27 of the Declaration provides as follows:

27. **Developer's Repurchase Rights.** The Developer hereby reserves the right to repurchase a Unit from a Unit Owner for a period of ten (10) years from the date of recordation of the Unit Deed conveying the Unit to the Owner, provided, however, that the Developer may exercise this right *if and only if* the Owner of the Unit shall have made a complaint to the Developer about the physical condition and/or design of the Unit or the Project and the Developer, after a good faith and diligent effort, shall be unable to rectify the matters complained about to the Unit Owner's satisfaction within a reasonable period of time, as determined by the Developer in its sole discretion. The exercise of the Developer's repurchase rights shall be subject to the following terms and conditions:

27.1 **Notice.** Developer shall give the Unit Owner and the Owner's mortgagee (if any) written notice of the Developer's election to exercise its right to repurchase the Owner's Unit.

27.2 **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 Developer's written notice of its election to exercise its repurchase right. Closing costs shall be apportioned between the Unit Owner and the Developer in accordance with customary practice in the State of Hawaii.

27.3 **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, (ii) the cost of any improvements added by the Owner to the Unit, and (iii) five percent (5%) per annum simple interest on the portion of the Price the Owner paid in cash from time to time for the Unit, computed from the date such amount was paid until the date that title to the Unit is transferred to the Developer. The purchase price for the Unit shall be paid in cash at closing.

27.4 **Appliances and Fixtures.** All appliances and fixtures originally sold with the Unit (or their replacements) shall remain in the Unit at the date of closing and shall be part of the property purchased by the Developer.

27.5 **Successors and Assigns.** Except as otherwise provided herein, the Developer's repurchase rights shall be binding upon each and every Unit Owner and such Owner's heirs, personal representatives, successors and assigns. The Developer's repurchase rights shall automatically transfer to and inure to the benefit of any person or entity who expressly acquires all of the rights and interests of the Developer under this Declaration.

27.6 **Mortgagee Protection.** The Developer's right to repurchase a Unit shall be subordinate to the interest of any mortgagee of record of the Unit. The Developer shall not exercise its right to repurchase a Unit if prior to or within sixty (60) days of giving notice to the Unit Owner and the Owner's mortgagee of the Developer's intent to exercise its repurchase right, the mortgagee has commenced a foreclosure action against the Unit. Notwithstanding the

formula for calculating the purchase price set forth in subsection 27.3 above, if the Unit to be repurchased is subject to a purchase money mortgage, the purchase price shall, at a minimum, be sufficient to enable the Unit Owner to repay such purchase money mortgage at closing. The Developer's right to repurchase a Unit shall be automatically extinguished upon any transfer of title to the Unit 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. A mortgagee under a mortgage covering any interest in a Unit prior to commencing mortgage foreclosure proceedings may notify the Developer in writing of (i) any default of the mortgagor under the mortgage within ninety (90) days after the occurrence of such default, and (ii) any intention of the mortgagee to foreclose the mortgage; provided that the mortgagee's failure to provide such written notice to the Developer shall not affect the mortgagee's rights under the mortgage.