DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	HALE KA LAE AT 7000 HAWAII KAI DRIVE
Project Address	7000 Hawaii Kai Drive, Honolulu, HI 96825
Registration Number	7084
Effective Date of Report	May 3, 2011
Developer(s)	Hale Ka Lae, 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 (808) 586-2643 to submit your request.

SPECIAL ATTENTION

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

The Developer previously filed a Developer's Public Report, Registration No. 6825, in respect of the Project (formerly known as Hale Alii at Hawaii Kai) with an effective date of July 10, 2009. The prior public report was terminated by the Developer as of the effective date of this 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	☒ Fee Simple ☐ Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒ Yes ☐ No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	7000 Hawaii Kai Drive, Honolulu, HI 96825
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 3-9-008: 043, 044, 045, 067
Tax Map Key is expected to change because	
Land Area	3.8042 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

1.2 Buildings and Other Improvements

(See **Exhibit A.**)

Number of Buildings	1
Floors Per Building	10
Number of New Building(s)	1
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	concrete, wood, steel, glass, tile, plastic

1.3 Unit Types and Sizes of Units

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

242	**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:	509
Number of Guest Stalls in the Project:	26
Number of Parking Stalls Assigned to Each Unit:	1 or more
Attach **Exhibit C** specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. See **Exhibits C and D.**	

1.5 Boundaries of the Units

Boundaries of the unit: See **Exhibit E.**

1.6 Permitted Alterations to the Units

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

1.7 Common Interest

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in **Exhibit G.**
As follows:

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

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

1.9 Common Elements

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

Common Element	**Number**
Elevators	9
Stairways	8
Trash Chutes	3

1.10 Limited Common Elements

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

1.11 Special Use Restrictions

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

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).
Exhibit L describes the encumbrances against title contained in the title report described below.
Date of the title report: April 28, 2011
Company that issued the title report: Title Guaranty of Hawaii, Inc.

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning:				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
☒	Residential	242	☒ Yes ☐ No	A-2
☐	Commercial		☐ Yes ☐ No	
☐	Mix Residential/Commercial		☐ Yes ☐ No	
☐	Hotel		☐ Yes ☐ No	
☐	Timeshare		☐ Yes ☐ No	
☐	Ohana		☐ Yes ☐ No	
☐	Industrial		☐ Yes ☐ No	
☐	Agricultural		☐ Yes ☐ No	
☒	Recreational		☒ Yes ☐ No	A-2
☐	Other (specify)		☐ Yes ☐ No	
Is/Are this/these use(s) specifically permitted by the project's Declarations or Bylaws?			☒ Yes ☐ No	
Variances to zoning code have been granted.			☐ Yes ☒ No	
Describe any variances that have been granted to zoning code.				

See **Exhibit M.**

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots

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

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

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

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

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

1.15 Conversions

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

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

1.16 Project In Agricultural District

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

1.17 Project with Assisted Living Facility

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

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: Hale Ka Lae, LLC Business Address: 6700 Kalanianaole Hwy., Suite 122, Honolulu, HI 96825 Business Phone Number: (808) 395-7712 E-mail Address: mgreco@halekalae.com
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	Manager and Sole Member: Hanwha Hawaii LLC Officers of Developer: Kwon Ha, Chief Executive Officer Michael Greco, Chief Operating Officer Joshua Lim, Chief Financial Officer
2.2 Real Estate Broker	Name: Hawaii 5-0 Properties, Inc. Business Address: 580 Makaloa Street, Suite 788 Honolulu, Hawaii 96814 Business Phone Number: (808) 971-7711 E-mail Address: kk@hi50group.com
2.3 Escrow Depository	Name: Title Guaranty Escrow Services, Inc. Business Address: 235 Queen St., 1st Floor Honolulu, HI 96813 Business Phone Number: (808) 521-0280 E-mail Address: cnakashima@tghawaii.com
2.4 General Contractor	Name: To be determined Business Address: Business Phone Number: E-mail Address:
2.5 Condominium Managing Agent	Name: Hawaiiana Management Company, Ltd. Business Address: Pacific Park Plaza, Suite 700 711 Kapiolani Boulevard Honolulu, Hawaii 96813 Business Phone Number: (808) 593-9100 E-mail Address: phyllisok@hmcmgt.com
2.6 Attorney for Developer	Name: Dennis M. Lombardi, Esq. Esther Han Roberts, Esq. Business Address: 737 Bishop Street, 26th Floor Honolulu, HI 96813 Business Phone Number: (808) 547-5400 E-mail Address: esh@caselombardi.com

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	March 28, 2011 (amended and restated)	2011- 050206

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	April 27, 2011	2011-068793

3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	February 16, 2011	2011-030510

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

3.3 Condominium Map

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

Land Court Map Number	
Bureau of Conveyances Map Number	**4968**

Dates of Recordation of Amendments to the Condominium Map:
March 28, 2011, Document No. 2011- 050205

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.	
The House Rules for this project:	
Are Proposed	☐
Have Been Adopted and Date of Adoption	☒ March 28, 2011
Developer does not plan to adopt House Rules	☐

3.5 Changes to the Condominium Documents

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

Document	Minimum Set by Law	This Condominium
Declaration	67%	75% See **Exhibit N.**
Bylaws	67%	67% See **Exhibit N.**

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

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

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

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

The Initial Condominium Managing Agent for this project is (check one):	
☒	Not affiliated with the Developer
☐	None (self-managed by the Association)
☐	The Developer or an affiliate of the Developer
☐	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.
Exhibit P contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

4.3 Utility Charges to be Included in the Maintenance Fee

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

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
☒	Electricity for the Unit only
☒	Gas for the Unit only – Solely for certain Units with rooftop lanais where Developer may install an outdoor kitchen
☐	Water
☒	Sewer
☐	TV cable
☒	Other (specify) – Energy use (e.g., chilled water use to cool the Unit) for the Unit only

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

Sales Documents on file with the Commission include, but are not limited to, the following:	
☒	Specimen Sales Contract **Exhibit Q** contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: February 16, 2011 Name of Escrow Company: Title Guaranty Escrow Services, Inc. **Exhibit R** contains a summary of the pertinent provisions of the escrow agreement.
☐	Other:

5.2 Sales to Owner-Occupants

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

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

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

☐	There are no blanket liens affecting title to the individual units.
☒	There are blanket liens that may affect title to the individual units.

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

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements: Developer makes no warranty as to the building or other improvements. However, Developer will attempt to assign to each Unit Owner any and all warranties given to Developer by the general contractor for the Project and any subcontractors or materialmen. The general contractor's warranty to Developer is expected to be one year from the date of substantial completion of the Project.

Appliances: Developer makes no warranty as to appliances or other consumer products installed in any Residence or in the common elements. However, with respect to appliances or other consumer products included in Purchaser's purchase of the Property, the Property deed will operate as an assignment from Seller to Purchaser of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Seller has the right and power to make such an assignment.

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

Status of Construction: Developer estimates construction to commence in approximately June 2011.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: Under the Sales Contract for the first ninety-nine (99) units sold, the Unit shall be completed no later than forty-eight (48) months following the date that the sales contract becomes a binding contract, which is the earlier of the date: (a) Purchaser delivers to Seller Purchaser's written waiver of Purchaser's right to cancel the sales contract following Seller's delivery to Purchaser of the Notice of Right to Cancel, or (b) thirty (30) days have expired following Seller's delivery to Purchaser of the Notice of Right to Cancel, provided Purchaser has not exercised Purchaser's right to cancel, subject to Seller's right to extend the Completion Deadline for force majeure events, which are defined in the sales contract. Under the Sales Contract for the units sold subsequently, the Unit shall be completed no later than two (2) years following the date such Sales Contract is executed, provided Purchaser has not exercised Purchaser's right to cancel, subject to Seller's right to extend the Completion Deadline for force majeure events, which are defined in the Sales Contract.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: N/A

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

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

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

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

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

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

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

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

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

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.
1. Developer's Public Report
2. Declaration of Condominium Property Regime (and any amendments)
3. Bylaws of the Association of Unit Owners (and any amendments)
4. Condominium Map (and any amendments)
5. House Rules, if any
6. Escrow Agreement
7. Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8. Other: Amended and Restated Maintenance Declaration attached hereto as **Exhibit V**

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent, if any. The Condominium Property Regime law (Chapter 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:
Website to access official copy of laws: www.capitol.hawaii.gov
Website to access rules: www.hawaii.gov/dcca/har

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

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

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

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

(1) The purchaser has signed the sales contract.

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

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

(4) The purchaser does at least one of the following:

(a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

(b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or

(c) Closes the purchase of the unit before the 30-day cancellation period expires.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

See **Exhibit U.**

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

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

The Developer hereby certifies that all the information contained in this report and the exhibits attached to this report and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

Hale Ka Lae, LLC, a Hawaii limited liability company
Printed Name of Developer

By: _____
Duly Authorized Signatory*

April 28, 2011
Date

Kwon Ha, Treasurer
Printed Name & Title of Person Signing Above
Hanwha Hawaii LLC, a Delaware limited liability company
Manager of Hale Ka Lae, LLC

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.**

370610.04

EXHIBIT A

Section 1.2 -- Buildings and Other Improvements

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

DESCRIPTION OF BUILDING

The Project shall consist of the Building, containing the Parking Garage and the Units. The Building is a 10-story building tower with two "basement" stories containing the Parking Garage on Levels B2, B1, 1, and 2 and the Units on Levels 1 through 10. The Building shall be constructed principally of concrete, concrete masonry, wood, aluminum, plastic, glass and steel.

DESCRIPTION OF UNITS

The Project shall contain two hundred forty-two Units (242) in the Building. There are twenty-one (21) Unit Classes, and forty-two (42) different Unit Types. The following is a description of the Unit Classes and the Unit Types that comprise each Unit Class:

Unit Class 1A:

Type 23 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains five (5) rooms, including one (1) bedroom, one and one half (1.5) bathrooms, a kitchen and a living/dining room. Each Unit has a net living area of approximately 1,006 square feet and a lanai that ranges from approximately 100-442 square feet.

Unit Class 1B:

Type 28 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains five (5) rooms, including one (1) bedroom, one and one half (1.5) bathrooms, a kitchen and a living/dining room. Each Unit has a net living area of approximately 1,050 square feet and a lanai that ranges from approximately 139-153 square feet.

Type 33 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains five (5) rooms, including one (1) bedroom, one and one half (1.5) bathrooms, a kitchen and a living/dining room. Each Unit has a net living area of approximately 1,029 square feet and a lanai of approximately 138-140 square feet.

Unit Class 1C:

Type 21 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains five (5) rooms, including one (1) bedroom, one and one half (1.5) bathrooms, a kitchen and a

living/dining room. Each Unit has a net living area of approximately 982 square feet and a lanai that ranges from approximately 90-470 square feet.

Unit Class 1D:

Type 12 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains seven (7) rooms, including one (1) bedroom, two (2) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,246 square feet and a lanai that ranges from approximately 189-198 square feet.

Unit Class 1E:

Type 30 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains six (6) rooms, including one (1) bedroom, two (2) bathrooms, a kitchen, a living/dining room and a den. Each Unit has a net living area of approximately 1,369 square feet and a lanai that ranges from approximately 338-371 square feet.

Type 35 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains six (6) rooms, including one (1) bedroom, two (2) bathrooms, a kitchen, a living/dining room and a den. Each Unit has a net living area of approximately 1,369 square feet and a lanai of approximately 371 square feet.

Unit Class 2A:

Type 14 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 1,450 square feet and a lanai of approximately 122 square feet.

Type 22 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 1,425 square feet and a lanai of approximately 120 square feet.

Type 24 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 1,434 square feet and a lanai of approximately 122 square feet.

Unit Class 2B:

Type 2 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,461 square feet and a lanai that ranges from approximately 85-103 square feet.

Type 27 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,555 square feet and a lanai of approximately 215 square feet

Type 29 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,546 square feet and a lanai of approximately 214 square feet.

Type 31 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,552 square feet and a lanai of approximately 214 square feet.

Type 42 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,540 square feet and a lanai that ranges from approximately 195-240 square feet.

Type 43 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,584 square feet and a lanai that ranges from approximately 199-243 square feet.

Unit Class 2C:

Type 1 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 1,452 square feet and a lanai that ranges from approximately 314-380 square feet.

Type 3 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 1,520 square feet and a lanai that varies from approximately 457-578 square feet.

Type 25 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, and a laundry room. Each Unit has a net living area of approximately 1,560 square feet and a lanai that ranges from approximately 226-950 square feet.

Type 41 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 1,514 square feet and a lanai that ranges from approximately 264-355 square feet.

Unit Class 2D:

Type 13 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,521 square feet and a lanai that ranges from approximately 267-313 square feet.

Type 44 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,624 square feet and a lanai of approximately 320 square feet.

Unit Class 2E:

Type 18 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 1,539 square feet and a lanai that ranges from approximately 232 square feet to 562 square feet.

Type 20 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eight (8) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 1,539 square feet and a lanai that ranges from approximately 232-590 square feet.

Unit Class 2F:

Type 26 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,712 square feet and a lanai that ranges from approximately 197-267 square feet.

Unit Class 2G:

Type 17 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains seven (7) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen and a living/dining room. Each Unit has a net living area of approximately 1,562 square feet and a lanai that ranges from approximately 192-868 square feet.

Unit Class 2H:

Type 37 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains nine (9) rooms, including two (2) bedrooms, two and one half (2.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 1,712 square feet and a lanai of approximately 797 square feet.

Unit Class 3A:

Type 6 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains ten (10) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 2,093 square feet and a lanai that ranges from approximately 192-239 square feet, except for Unit 906, which has a net living area of approximately 2,138 square feet and a lanai of approximately 2,202 square feet.

Type 7 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains ten (10) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, living/dining room and a laundry room. Each Unit has a net living area of approximately 2,082 square feet and a lanai that ranges from approximately 182-240 square feet, except Unit 907, which has a net living area of approximately 2,127 square feet and a lanai of approximately 1,312 square feet.

Type 16 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains ten (10) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 2,072 square feet and a lanai of approximately 191 square feet.

Unit Class 3B:

Type 15 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains ten (10) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room and a laundry room. Each Unit has a net living area of approximately 2,085 square feet and a lanai that ranges from approximately 255-933 square feet.

Unit Class 3C:

Type 4 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living

room, a dining room and a laundry room. Each Unit has a net living area of approximately 2,201 square feet and a lanai that ranges from approximately 280-427 square feet.

Type 5 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 2,259 square feet and a lanai that ranges from approximately 270-328 square feet.

Type 51 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 2,275 square feet and a lanai of approximately 408 square feet, except for Unit 605, which has a net living area of approximately 2,332 square feet and a lanai of approximately 1,169 square feet.

Unit Class 3D:

Type 52 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 2,290 square feet and a lanai of approximately 569 square feet.

Type 53 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room, den and a laundry room. Each Unit has a net living area of approximately 2,265 square feet and a lanai of approximately 569 square feet.

Unit Class 3E:

Type 8 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 2,433 square feet and a lanai of approximately 293 square feet.

Type 9 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a living/dining room, a kitchen, a den and a laundry room. Each Unit has a net living area of approximately 2,356 square feet. Each Unit has a lanai that ranges from approximately 282-357 square feet.

Unit Class 3F:

Type 10 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 2,899 square feet and a lanai of approximately 359 square feet.

Type 11 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately 2,891 square feet and a lanai of approximately 359 square feet.

Unit Class 3G:

Type 00 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains eleven (11) rooms, including three (3) bedrooms, three and one half (3.5) bathrooms, a kitchen, a living/dining room, a den and a laundry room. Each Unit has a net living area of approximately

2,387 square feet and a lanai of approximately 254 square feet, except for Unit 300, which has a lanai of approximately 3,492 square feet.

Unit Class 4A:

Type 36 Units: Each Unit is a single story Unit with a limited common element lanai. Each Unit contains fifteen (15) rooms, including four (4) bedrooms, five and one half (5.5) bathrooms, a kitchen, a living/dining room, a sitting room, a den and a laundry room. Each Unit has a net living area of approximately 4,105 square feet and a lanai of approximately 2,188 square feet.

LOCATION AND NUMBERING OF RESIDENTIAL UNITS

Each Unit is designated, as a general matter, by floor level, from levels 2 through 10, followed by a number, from 1 through 10 (e.g., 701, 702, 703, 704, 705, 706, 707, 708, etc.). The numbers and locations of the Units are more fully illustrated on the Condominium Map. In order to comply with postal regulations respecting mailing addresses, Unit numbers may be preceded by an additional digit for mailing address purposes only. Declarant shall have the right in its sole and absolute discretion prior to Units being Sold and Recorded to change the ultimate designation(s) of units and floor numbering in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of, or notice to, any person or group of persons, including the Association, any Owner or Mortgagee, any Unit mortgagee, lien holder, purchaser or any other person who may have an interest in the Project or in any Unit.

ACCESS TO COMMON ELEMENTS

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

ACCESS TO A PUBLIC STREET

The Project will have access to Hawaii Kai Drive, a public street.

END OF EXHIBIT A

EXHIBIT B

Section 1.3 -- Unit Types and Sizes of Units

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

Unit Type	Floor Levels	Quantity	Number of Bedrooms & Baths	Approximate Net Living Area (Sq. Ft.)	Approx. Net Lanai Area (Sq. Ft.)	Approx. Total Area (Sq. Ft.)
00 (3)	3	1	3/3.5	2,387	3,492	5,879
	4-5	2	3/3.5	2,387	254	2,641
1 (2)	1	1	2/2.5	1,452	380	1,832
	2	1	2/2.5	1,452	314	1,766
2 (2)	1	1	2/2.5	1,461	103	1,564
	2	1	2/2.5	1,461	85	1,546
3 (2)	1	1	2/2.5	1,520	578	2,098
	2	1	2/2.5	1,520	457	1,977
4 (8)	1	1	3/3.5	2,201	339	2,540
	2	1	3/3.5	2,201	298	2,499
	3-6	4	3/3.5	2,201	280	2,481
	7-8	2	3/3.5	2,201	427	2,628
5 (5)	1	1	3/3.5	2,259	328	2,587
	2	1	3/3.5	2,259	305	2,564
	3-5	3	3/3.5	2,259	270	2,529
6 (9)	1	1	3/3.5	2,093	239	2,332
	2	1	3/3.5	2,093	196	2,289
	3-8	6	3/3.5	2,093	192	2,285
	9	1	3/3.5	2,138	2,202	4,340
7 (9)	1	1	3/3.5	2,082	240	2,322
	2	1	3/3.5	2,082	182	2,264
	3-8	6	3/3.5	2,082	196	2,278

Unit Type	Floor Levels	Quantity	Number of Bedrooms & Baths	Approximate Net Living Area (Sq. Ft.)	Approx. Net Lanai Area (Sq. Ft.)	Approx. Total Area (Sq. Ft.)
	9	1	3/3.5	2,127	1,312	3,439
8 (6)	4-9	6	3/3.5	2,433	293	2,726
9 (8)	2	1	3/3.5	2,356	357	2,713
	3	1	3/3.5	2,356	304	2,660
	4-9	6	3/3.5	2,356	282	2,638
10 (5)	5-9	5	3/3.5	2,899	359	3,258
11 (5)	5-9	5	3/3.5	2,891	359	3,250
12 (9)	2-4	3	1/2	1,246	198	1,444
	5-10	6	1/2	1,246	189	1,435
13 (8)	2	1	2/2.5	1,521	313	1,834
	3	1	2/2.5	1,521	277	1,798
	4-9	6	2/2.5	1,521	267	1,788
14 (9)	2-10	9	2/2.5	1,450	122	1,572
15 (8)	3	1	3/3.5	2,085	933	3,018
	4-10	7	3/3.5	2,085	255	2,340
16 (8)	3-10	8	3/3.5	2,072	191	2,263
17 (8)	3	1	2/2.5	1,562	868	2,430
	4-10	7	2/2.5	1,562	192	1,754
18 (8)	3	1	2/2.5	1,539	562	2,101
	4-10	7	2/2.5	1,539	232	1,771
20 (8)	3	1	2/2.5	1,539	590	2,129
	4-10	7	2/2.5	1,539	232	1,771
21 (8)	3	1	1/1.5	982	470	1,452
	4-10	7	1/1.5	982	90	1,072
22 (8)	2-9	8	2/2.5	1,425	120	1,545
23 (8)	3	1	1/1.5	1,006	442	1,448
	4-10	7	1/1.5	1,006	100	1,106
24 (8)	2-9	8	2/2.5	1,434	122	1,556
25 (8)	3	1	2/2.5	1,560	950	2,510
	4-10	7	2/2.5	1,560	226	1,786
26 (8)	2	1	2/2.5	1,712	267	1,979
	3	1	2/2.5	1,712	256	1,968

Unit Type	Floor Levels	Quantity	Number of Bedrooms & Baths	Approximate Net Living Area (Sq. Ft.)	Approx. Net Lanai Area (Sq. Ft.)	Approx. Total Area (Sq. Ft.)
	4-9	6	2/2.5	1,712	197	1,909
27 (7)	4-10	7	2/2.5	1,555	215	1,770
28 (4)	2	1	1/1.5	1,050	153	1,203
	3	1	1/1.5	1,050	139	1,189
	4-5	2	1/1.5	1,050	142	1,192
29 (8)	2-9	8	2/2.5	1,546	214	1,760
30 (3)	3	1	1/2	1,369	338	1,707
	4-5	2	1/2	1,369	371	1,740
31 (8)	2-9	8	2/2.5	1,552	214	1,766
33 (4)	2	1	1/1.5	1,029	138	1,167
	3-5	3	1/1.5	1,029	140	1,169
35 (3)	3-5	3	2/2.5	1,369	371	1,740
36 (1)	10	1	4/5.5	4,105	2,188	6,293
37 (1)	10	1	2/2.5	1,712	797	2,509
41 (4)	1	1	2/2.5	1,514	355	1,869
	2	1	2/2.5	1,514	264	1,778
	3-4	2	2/2.5	1,514	326	1,840
42 (4)	1	1	2/2.5	1,540	240	1,780
	2	1	2/2.5	1,540	195	1,735
	3-4	2	2/2.5	1,540	214	1,754
43 (4)	1	1	2/2.5	1,584	243	1,827
	2	1	2/2.5	1,584	199	1,783
	3-4	2	2/2.5	1,584	217	1,801
44 (2)	3-4	2	2/2.5	1,624	320	1,944
51 (3)	6	1	3/3.5	2,332	1,169	3,501
	7-8	2	3/3.5	2,275	408	2,683
52 (4)	6-9	4	3/3.5	2,290	569	2,859
53 (4)	6-9	4	3/3.5	2,265	569	2,834

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

END OF EXHIBIT B

EXHIBIT C

Section 1.4 -- Parking Stall Assignments

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

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

END OF EXHIBIT C

EXHIBIT D

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

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

Developer shall have the reserved right, to effect such modifications to the Units and Common Elements in the Project and/or to execute, Record and deliver any amendments to the Declaration, the Condominium Map as well as the Bylaws and rules and regulations promulgated thereunder and any other Project Document, as may be necessary or required to effect compliance by the Project, the Association, or by Developer with laws which apply to the Project, including, without limitation, the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 et seq., including any and all rules and regulations promulgated thereunder, and the Americans With Disabilities Act, as amended, 42 U.S.C. §§ 12101 et seq., including any and all rules and regulations promulgated thereunder. Without limitation, Developer may amend the Declaration (and, when appropriate, the Condominium Map) in any manner required to retrofit guest parking stalls, so they are suited for use by persons with disabilities and to assign such stalls as appurtenant Limited Common Elements to any one or more of the Units intended for use by persons with disabilities upon substitution therefor of alternate guest parking stall(s). Such assignment may be made to Units, the Owners of which Developer, in its sole judgment, determines require a parking stall accessible to persons with disabilities. Such reassignment is hereby specifically declared not to constitute a material amendment of the Declaration or, when appropriate, the Condominium Map. All costs of such reassignment shall be borne as determined by Declarant. Notwithstanding the foregoing, Declarant also reserves the right, but does not hereby undertake any obligation, to interchange guest parking stalls and the disabled guest parking stalls to accommodate Unit Owners in need of such parking. The rights of Declarant under this **Exhibit D** and **Section S. 12** of the Declaration may be assigned to the Association, without the consent of joinder of, and without notice to, the Board.

Declarant shall have the absolute right to designate or convert any Declarant Reserved Stall as/into a guest parking stall and designate or convert any guest parking stall as/into a Declarant Reserved Stall. Declarant reserves for its benefit the right and easement for access, ingress, and egress through the Parking Garage to any parking stalls, including, without limitation, Declarant Reserved Stalls. Declarant further reserves for its benefit the exclusive right to use and/or assign and/or sell Declarant Reserved Stalls to any third party.

END OF EXHIBIT D

EXHIBIT E

Section 1.5 -- Boundaries of the Units

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

BOUNDARIES OF THE UNITS

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

END OF EXHIBIT E

EXHIBIT F

Section 1.6 -- Permitted Alterations

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

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

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

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

(A) To install, maintain, remove, and rearrange partitions and other structures from time to time within the Unit or Limited Common Element;

(B) To finish, change, or substitute any plumbing, electrical, or other fixtures attached to the ceilings, floors, or walls as appropriate for the use of the Unit or Limited Common Element, subject to the approval of the Architectural Committee and the limitations of plumbing zones and other restricted areas if so specified in the Architectural Guidelines;

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

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

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

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

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

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

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

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

END OF EXHIBIT F

EXHIBIT G

Section 1.7 -- Common Interest

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

Unit Type	Unit Number	AOAO Common Interest (Fraction)	AOAO Common Interest (Percentage)
00 (3)	300, 400, 500	**0.0056628**	**0.56628%**
1 (2)	101, 201	**0.0034447**	**0.34447%**
2 (2)	102, 202	**0.0034660**	**0.34660%**
3 (2)	103, 203	**0.0036060**	**0.36060%**
4 (8)	104, 204, 304, 404, 504, 604, 704, 804	**0.0052216**	**0.52216%**
5 (5)	105, 205, 305, 405, 505	**0.0053592**	**0.53592%**
6 (9)	106, 206, 306, 406, 506, 606, 706, 806, 906	**0.0049653**	**0.49653%**
7 (9)	107, 207, 307, 407, 507, 607, 707, 807, 907	**0.0049392**	**0.49392%**
8 (6)	408, 508, 608, 708, 808, 908	**0.0057719**	**0.57719%**
9 (8)	209, 309, 409, 509, 609, 709, 809, 909	**0.0055893**	**0.55893%**
10 (5)	510, 610, 710, 810, 910	**0.0068775**	**0.68775%**

Unit Type	Unit Number	AOAO Common Interest (Fraction)	AOAO Common Interest (Percentage)
11 (5)	511, 611, 711, 811, 911	**0.0068585**	**0.68585%**
12 (9)	212, 312, 412, 512, 612, 712, 812, 912, PH2	**0.0029560**	**0.29560%**
13 (8)	213, 313, 413, 513, 613, 713, 813, 913	**0.0036084**	**0.36084%**
14 (9)	214, 314, 414, 514, 614, 714, 814, 914, PH4	**0.0034399**	**0.34399%**
15 (8)	315, 415, 515, 615, 715, 815, 915, PH3	**0.0049464**	**0.49464%**
16 (8)	316, 416, 516, 616, 716, 816, 916, PH6	**0.0049155**	**0.49155%**
17 (8)	317, 417, 517, 617, 717, 817, 917, PH5	**0.0037056**	**0.37056%**
18 (8)	318, 418, 518, 618, 718, 818, 918, PH8	**0.0036511**	**0.36511%**
20 (8)	320, 420, 520, 620, 720, 820, 920, PH10	**0.0036511**	**0.36511%**
21 (8)	321, 421, 521, 621, 721, 821, 921, PH11	**0.0023297**	**0.23297%**
22 (8)	222, 322, 422, 522, 622, 722, 822, 922	**0.0033806**	**0.33806%**
23 (8)	323, 423, 523, 623, 723, 823, 923, PH13	**0.0023866**	**0.23866%**
24 (8)	224, 324, 424, 524, 624, 724, 824, 924	**0.0034020**	**0.34020%**
25 (8)	325, 425, 525, 625, 725, 825, 925, PH15	**0.0037009**	**0.37009%**
26 (8)	226, 326, 426, 526, 626, 726, 826, 926	**0.0040615**	**0.40615%**
27 (7)	427, 527, 627, 727, 827, 927, PH14	**0.0036890**	**0.36890%**
28 (4)	228, 328, 428, 528	**0.0024910**	**0.24910%**

Unit Type	Unit Number	AOAO Common Interest (Fraction)	AOAO Common Interest (Percentage)
29 (8)	229, 329, 429, 529, 629, 729, 829, 929	**0.0036677**	**0.36677%**
30 (3)	330, 430, 530	**0.0032478**	**0.32478%**
31 (8)	231, 331, 431, 531, 631, 731, 831, 931	**0.0036819**	**0.36819%**
33 (4)	233, 333, 433, 533	**0.0024412**	**0.24412%**
35 (3)	335, 435, 535	**0.0032478**	**0.32478%**
36 (1)	PH1	**0.0097385**	**0.97385%**
37 (1)	PH12	**0.0040582**	**0.40582%**
41 (4)	141, 241, 341, 441	**0.0035917**	**0.35917%**
42 (4)	142, 242, 342, 442	**0.0036534**	**0.36534%**
43 (4)	143, 243, 343, 443	**0.0037578**	**0.37578%**
44 (2)	344, 444	**0.0038527**	**0.38527%**
51 (3)	605, 705, 805	**0.0053971**	**0.53971%**
52 (4)	628, 728, 828, 928	**0.0054327**	**0.54327%**
53 (4)	633, 733, 833, 933	**0.0053734**	**0.53734%**

END OF EXHIBIT G

EXHIBIT H

Section 1.8 -- Recreational and Other Common Facilities

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

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

Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to make alterations in the Project (and to amend the Declaration, the Condominium Map and other Project Documents accordingly) which (i) make changes in any Unit in the Project or in the Common Elements (including, without limitation, the use, location, name, designation and configuration thereof) that do not affect the physical location, design, or, subject to **Section S.9(a)** of the Declaration, size of any Unit that has been sold and the conveyance thereof Recorded and/or (ii) change the configuration of, alter the number of rooms of, decrease or increase the size of, eliminate, or change the location of any common element recreational amenity or facility, as well as the right to rename or redesignate such common element amenities in any manner Declarant sees fit.

END OF EXHIBIT H

EXHIBIT I

Section 1.9 -- Common Elements

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

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

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

2. All yards, grounds, trees, gardens, walkways, walkway railings, gates, landscaping, recycling area, trash bins, trash chutes, telephone room, fire control rooms, mechanical rooms, emergency exits and stairways, and refuse facilities not located within a Unit but located on the Land or benefitting the Land pursuant to an easement(s) or license(s), including, but not limited to, any easements or licenses that may be assigned to the Association;

3. All roads, driveways, access lanes, paved areas, ramps and loading areas/docks, including, without limitation, such roads, driveways, access lanes, paved areas, ramps and loading areas benefiting the Land pursuant to an easement(s) or license(s), including, but not limited to, any easements or licenses that may be assigned to the Association (e.g., the Access Grants pertaining to the Project Access Drive);

4. Any substitute or additional common element parking stalls designated as "Guest" parking stalls and/or "Loading Area" parking stall(s), if any, denominated in an amendment and/or supplement to the Declaration;

5. All parking stall(s) designated as loading areas not assigned to the Units;

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

7. All restroom facilities not located within a Unit;

8. All foundations, floor slabs, columns, girders, beams, supports, perimeter, party and load bearing walls and partitions (excluding the finishes thereon), roofs, lobby areas, stairways (excluding any private stairway located within and serving only a Unit), elevators, walkways, corridors, ramps, loading areas, elevators, elevator lobby areas, mail rooms, lobbies, entrances, entry ways and exits of the Project, all storage rooms not located within a Unit, all maintenance rooms, all elevator machine rooms, all mechanical rooms, all electrical rooms and all trash rooms, any swimming pools, hot tub, barbecue areas, library, clubroom, golf room, multipurpose room, private dining room, movie theatre, guestrooms, fitness room, locker room/sauna;

9. All vents, shafts, sewer lines, water lines, pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations on, above, over, under and across the Project to the point of their respective connections to Improvements comprising a part of the Units or the Limited Common Elements appurtenant thereto, which serve more than one Unit, including, without limitation, those providing electricity, light, gas (if any), water, air conditioning, sewer, refuse, drainage, irrigation, telephone, and radio and television signal distribution (if any);

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

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

END OF EXHIBIT I

EXHIBIT J

Section 1.10 -- Limited Common Elements

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

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

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

2. Any and all apparatus and installations existing for use solely by one (1) Unit.

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

4. Storage areas shown on the Condominium Map shall be either (i) appurtenant to the Unit to which the storage area is assigned, and may not be separated from the Unit to which it is assigned, except to the extent permitted by the Act and the Declaration, or (ii) upon transfer by the Declarant to the Association, licensed to Owners by the Board. Such storage areas may be made appurtenant to any Unit or made a Common Element, in each case by Recorded Amendment to the Declaration.

5. Parking Stalls

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

END OF EXHIBIT J

EXHIBIT K

Section 1.11 -- Special Use Restrictions

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

1. No Timeshares. Subject to any rights reserved to Declarant in the Declaration, including without limitation the right to sell Fractional Ownership Interests, no Unit or any interest therein shall be sold, transferred, conveyed, leased, occupied, rented, or used for or in connection with any timesharing purpose or under any timesharing plan, arrangement, or program, including, without limitation, any so-called "vacation license," travel club membership," "exchange program" or "time-interval ownership" arrangement. The term "timesharing" or "timeshare" as used in **Section G.2(a)** of the Declaration shall be deemed to include, but is not limited to, any plan, program, or arrangement under which the right to use, occupy, own, or possess a Unit rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association, or club membership, license, rental, or use agreement, co-tenancy agreement, partnership, or otherwise. This section and **Section G.2(a)** of the Declaration shall not apply to Declarant.

2. Owners' Right to Sell, Lease and Transfer. Subject to Section 1 above and **Section G.2(a)** of the Declaration, the Unit Owners shall have the absolute right to sell, lease, rent, or otherwise transfer their respective Units subject to all provisions of the Act and the Project Documents. Without limitation of the foregoing, Declarant shall have the absolute right to rent Units owned by Declarant. No Unit may be leased or rented for an initial term of less than one hundred eighty (180) days (or such longer period as may be required by ordinance of the City and County of Honolulu to avoid classification of the Unit as a "transient vacation unit"), it being understood that Section 1 above and **Section G.2(a)** of the Declaration shall not apply to Declarant. Also, except for rights reserved to Declarant in the Declaration, no Owner may rent any Unit in any manner by which the occupants of the Unit are provided customary hotel or similar services, such as room service, maid service, laundry or linen service or bell service. Any lease or rental agreement of a Unit shall provide that it shall be subject in all respects to the provisions of the Project Documents and that the failure of the lessee or tenant to comply with the terms of the Project Documents shall be a default under the lease or rental agreement. Any Unit Owner leasing or renting a Unit shall provide the Association with a copy of such lease or rental agreement as soon as possible upon execution. If an Owner of a Unit desires to make an arrangement for rental or occupancy of his Unit, then the Owner must make such arrangement without the involvement or participation of Developer. DEVELOPER HAS NOT AUTHORIZED ANY AGENT, EMPLOYEE, SALESPERSON OR BROKER TO MAKE ANY REPRESENTATIONS AS TO RENTAL OR OTHER INCOME FROM ANY UNIT OR AS TO ANY OTHER ECONOMIC BENEFIT, INCLUDING POSSIBLE ADVANTAGES FROM THE OWNERSHIP OF A UNIT UNDER FEDERAL OR STATE TAX LAWS, TO BE DERIVED FROM THE PURCHASE OF A UNIT IN THE PROJECT.

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

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

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

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

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

7. Additional Use Restrictions.

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

(i) Any distillation or refinery facility;

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

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

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

(v) Any indecent or pornographic uses, massage parlor (which for purposes of this prohibition shall not be defined to include the operation of a beauty parlor or day spa in which massage therapies are offered as an ancillary services to customers), for the sale of nude, erotic or pornographic adult entertainment, books, magazines, videos and other similar products, peepshow store,

or any other similar store or club; and any business devoted to sale of articles and merchandise normally used or associated with illegal or unlawful activities, including, without limitation, the sale of paraphernalia used in connection with marijuana, cocaine, or other controlled drugs or substances;

(vi) Any gymnasium or martial arts studio;

(vii) Any tattoo parlors or body piercing establishments;

(viii) Any laundromat, secondhand surplus store, bankruptcy sale; or

(ix) Any discount or thrift stores.

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

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

9. Animals. No animals, livestock, reptiles, insects, poultry, or other animals of any kind shall be kept in any Unit except as is permitted by, and in accordance with, the Bylaws and the Project Rules. Pursuant to the Bylaws, occupants shall be permitted to be keep pets in their respective units subject to, and strictly in accordance with, the conditions and restrictions set forth in the Project Rules.

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

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

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

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

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

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

(a) Limitation on Transfer of Parking Stalls and Storage Spaces. Except as provided in this section and **Section T.13** of the Declaration and subject to the Declarant's reserved right set forth in **Sections F.18 and F.19** of the Declaration, assigned parking stalls and storage spaces (if any) may not be leased or exchanged apart from the conveyance of a Unit and shall not otherwise be leased, subleased, sold, or otherwise separately conveyed apart from conveyance of such Unit.

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

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

(d) Transfer of Parking Stalls, Storage Spaces, or other Limited Common Elements. Subject to **Section F.20** of the Declaration, Unit Owners (including Declarant) shall have, in accordance with Section 514B-40 of the Act, the right to transfer or exchange as a Limited Common Element the parking stalls, storage spaces, or other Limited Common Element appurtenant to their respective Units to another Unit Owner by a written document expressly providing: (i) that the document is an amendment to the Declaration; and (ii) the identification of the parking stall(s), storage space, or other Limited Common Element being transferred or exchanged, the Unit to which each such parking stall(s), storage space, or other Limited Common Element was appurtenant prior to the transfer and the Unit to which each parking stall(s), storage space, or other Limited Common Element is being transferred and to which it will be appurtenant as a Limited Common Element, provided, however, that with respect to the transfer of parking stalls, there must at all times be at least the greater of (1) one parking stall appurtenant to each Unit and (2) the number of stalls originally assigned to such Unit, other than Units owned by Developer. Any such document must be executed by the Owner or Owners (and their respective Mortgagees, if any and then, only to the extent required by such Mortgagees) of the Units whose parking stall(s), storage space or other Limited Common Element are being changed, and shall be effective upon Recording; provided however, any such amendment that has the effect only to add parking stall(s), storage space, or other Limited Common Element as appurtenant to a Unit shall not require the joinder of the mortgagee of the Unit for which such parking stall(s), storage space, or other Limited Common Element is being added. A copy of such document, bearing Recordation data, shall be provided to the Association within fifteen (15) days of the Recording thereof.

16. Parking Stalls and Vehicular Restrictions.

(a) Parking Stalls for Disabled Persons. Certain parking stalls may be designated for use by disabled persons ("**Disabled Parking Stalls**") and will be designated as such on the Condominium Map. Such Disabled Parking Stalls may be assigned by Declarant to the Owners of particular Units upon the initial sale of such Units. Declarant shall, upon assigning a Disabled Parking Stall to an Owner, designate such assignment in the records of the Association. Such Disabled Parking Stalls shall not be Limited Common Elements. If any Disabled Parking Stalls remain unassigned after the sale of all the Unit Project, the Board shall have the right to assign and manage such spaces. The Owners who are assigned Disabled Parking Stalls shall be subject to the rights of the Board to re-assign such parking Stalls. Evidence of disabled status shall be by distinguishing license plate or placard issued

by the Hawaii Department of Motor Vehicles. Except for Declarant Reserved Parking Stalls, the Board shall have the authority and be responsible for coordinating the assignment of parking stalls in the Parking Garage pursuant to this section and **Section T.14** of the Declaration and shall adopt rules and regulations with respect thereto, including the procedure to be followed should an Owner or occupant become disabled and wish to use a Disabled Parking Stall, forms and methods of notice to be given to the Board and Owner, and procedures for review of the required evidence of disabled status. The Board shall maintain appropriate records of such assignment, including a copy of the evidence provided. In no event shall the Declarant or the Association be held liable if the Declarant or the Association is unable to assign a Disabled Parking Stall to a disabled Owner because all designated Disabled Parking Stalls have previously been assigned to other disabled Owners.

(b) Authorized Vehicles. The following vehicles are "**Authorized Vehicles**": motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less, and any vehicle owned, used, or authorized by Declarant. Subject to section 16(d) below and **Section T.14(d)** of the of the Declaration, Authorized Vehicles may be parked in the parking areas in the Property intended for parking of motorized vehicles.

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

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

(e) Project Rules Respecting Parking. Declarant has the exclusive right to use and/or assign and/or unassigned parking stalls that are not appurtenant to any specific Unit, including Declarant's Reserved Stalls. If Declarant waives this right with respect to any one or more unassigned parking stalls, use of those unassigned parking stalls, if any, may be governed by rules and regulations adopted in accordance with the Bylaws to assure equitable use of the stalls by all Owners. The Board of Directors may install parking meters, gates, security devices, checkpoints, speed bump cameras (to identify license plate numbers), and other equipment appropriate to this end and may issue RFID tags, stickers, and/or adopt an allocation system. Without limiting the foregoing, the Board may establish additional regulations as it deems appropriate in its sole discretion with regard to any of the parking areas not assigned to individual Units, including, without limitation, designating "residential guest parking," "commercial parking," "parking," and "no parking" areas thereon. Any parking areas shall be subject to such further reasonable control and use limitations as the Board may establish. The Board shall determine, in its discretion, whether there is a violation of the parking and vehicular restrictions set forth in the Declaration or established by the Board, and, if such noncompliance is determined by the Board to exist, the Board shall have the power to enforce all parking and vehicle use regulations applicable to the Property, including the power to remove violating vehicles from any of the Property pursuant to law.

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

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

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

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

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

19. Rights of Persons with Disabilities. Subject to the provisions of the Declaration, each Owner shall have the right to modify the Owner's Unit and the Board has the right to modify the route over the Common Elements leading to the front door of the Unit, at the Owner's sole cost and expense, in order to facilitate access to the Unit by persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to such persons. The rights granted by this section and **Section T.17** of the Declaration are further subject to the following conditions: (i) the modifications shall be consistent with applicable building code requirements; (ii) the modifications shall be consistent with the intent of otherwise applicable provisions of the Declaration pertaining to safety or the aesthetic integrity of the Project; (iii) the modifications which are external to the Unit shall not prevent reasonable passage by other Owners or Invitees on the Project, and shall be removed by the Owner when the Unit is no longer occupied by persons requiring those modifications; (iv) any Owner who intends

to modify a Unit pursuant to this section and **Section T.17** of the Declarationshall submit their plans and specifications to the Board for review to determine whether the modifications comply with the provisions of the Declaration; and (v) any change in the exterior appearance of a Unit shall be in accordance with the provisions of the Declaration and all applicable provisions of law. Any Owner with a disability desiring such a modification shall make such request, in writing, to the Board. That request shall set out, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such the modification. The Board shall not unreasonably withhold or delay its consent to such request and the Board shall not deny approval of the proposed modifications under this section and **Section T.17** of the Declaration without good cause.

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

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

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

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

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

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

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

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

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

27. Storage Areas. Storage areas shall be used only for the storage of personal property. In no event shall the storage areas be used for the storage of any Hazardous Materials or any other noxious, toxic, or odorous substances.

28. Indemnification. Each Owner shall be liable to the remaining Owners for any damage to the Common Elements and the Property that may be sustained by reason of the negligence of that Owner or the Owner's Invitees. Each Owner, by acceptance of the deed to a Unit, agrees for himself or herself and for the Owner's Invitees to indemnify each and every other Owner, and to hold each Owner harmless from, and to defend such Owner against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner and within any Limited Common Elements appurtenant to the Owner's Unit, unless the injury or damage occurred by reason of the negligence of any other Owner.

29. Non-Applicability to Declarant. The foregoing provisions of this Exhibit K and **Section T** of the Declaration and other portions of the Declaration unless so specifically stated and the provisions of Section 7.3 of the Bylaws shall not apply to Units owned by Declarant or to any Improvements proposed or made by Declarant in connection with its development, construction, promotion, marketing, sale, or leasing of any Unit or any other portion of the Project.

END OF EXHIBIT K

EXHIBIT L

Section 1.12 -- Encumbrances Against Title

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

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. GRANT

TO	:	CITY AND COUNTY OF HONOLULU
DATED	:	May 28, 1974
RECORDED	:	Liber 10448 Page 200
GRANTING	:	an easement for flowage purposes as shown on the map attached thereto

3. Flowage Easement (to be cancelled upon construction of adequate drainage facilities) in favor of the City and County of Honolulu, as stated in instrument dated May 1, 1994, recorded as Document No. 97-070019.

4. The terms and provisions contained in the following:

INSTRUMENT	:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED	:	July 3, 1986
RECORDED	:	Liber 19645 Page 696
PARTIES	:	HAWAII KAI DEVELOPMENT COMPANY and the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUAHI BISHOP

Said Agreement was amended by instruments dated June 23, 2000, recorded as Document No. 2000-112963, and dated November 28, 2000, recorded as Document No. 2000-167451.

5. The terms and provisions contained in the following:

INSTRUMENT	:	LIMITED WARRANTY DEED
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177612

Said Deed was supplemented by instruments dated December 19, 2000, recorded as Document No. 2000-177616, dated August 14, 2001, recorded as Document No. 2001-126995, and dated March 31, 2006, recorded as Document No. 2006-068241.

6. The terms and provisions contained in the following:

INSTRUMENT	:	AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 21-5.380 OF THE LAND USE

		ORDINANCE (LUO)
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177617
PARTIES	:	HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company

7. The terms and provisions contained in the following:

INSTRUMENT	:	AMENDED AND RESTATED COST SHARING AGREEMENT
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177622
PARTIES	:	HAWAII KAI ELDERCARE, LLC, and KEAKU, LLC

ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED COST SHARING AGREEMENT dated March 5, 2002, recorded as Document No. 2002-039414, by and between KEAKU, LLC, a Hawaii limited liability company, "Assignor", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba SCHULER HOMES, "Assignee". Consent given by HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company, by instrument dated March 5, 2002, recorded as Document No. 2002-039415.

ASSIGNMENT AND ASSUMPTION OF COST SHARING AGREEMENTS dated September 27, 2002, recorded as Document No. 2002-171819, by and between LESTER HIGA (also known as LESTER M. HIGA), as Commissioner, "Assignor", and D.R. HORTON - SCHULER HOMES, LLC, a Hawaii limited liability company, dba SCHULER HOMES, "Assignee".

8. The terms and provisions contained in the following:

INSTRUMENT	:	COST SHARING AGREEMENT (LOTS 1-B TO 1-E)
DATED	:	September 12, 2000
RECORDED	:	Document No. 2000-177627
PARTIES	:	HAWAII KAI ELDERCARE, LLC, HAWAII INTERGENERATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, and INVESTMENT PARTNERS, INC.

FIRST AMENDMENT TO COST SHARING AGREEMENT (LOTS 1-B TO 1-E) dated December 19, 2000, recorded as Document No. 2000-177628, by and among HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company, HAWAII INTERGENERATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, a Hawaii corporation, and 21ST CENTURY HOMES, INC., a Hawaii corporation.

PARTIAL ASSIGNMENT OF 21ST CENTURY'S INTEREST IN COST SHARING AGREEMENT AND CONSENT dated August 14, 2001 (the "Effective Date"), recorded as Document No. 2001-126996.

ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED COST SHARING AGREEMENT dated March 5, 2002, recorded as Document No. 2002-039414, by and between KEAKU, LLC, a Hawaii limited liability company, "Assignor", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, "Assignee". Consent given by HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company, by instrument dated March 5, 2002, recorded as Document No. 2002-039415.

ASSIGNMENT AND ASSUMPTION OF COST SHARING AGREEMENTS dated September 27, 2002, recorded as Document No. 2002-171819, by and between LESTER HIGA (also known as LESTER M. HIGA), as Commissioner, "Assignor", and D.R. HORTON - SCHULER HOMES, LLC, a Hawaii limited liability company, dba SCHULER HOMES, "Assignee".

9. The terms and provisions contained in the following:

INSTRUMENT	:	MAINTENANCE DECLARATION
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177629
PARTIES	:	HAWAII KAI ELDERCARE, LLC, KEAKU, LLC, HAWAII INTERGENERATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, 21ST CENTURY HOMES, INC., and INVESTMENT PARTNERS, INC.

PARTIAL ASSIGNMENT OF 21ST CENTURY'S INTEREST IN MAINTENANCE DECLARATION dated August 14, 2001 (the "Effective Date"), recorded as Document No. 2001-126997.

ASSIGNMENT AND ASSUMPTION OF MAINTENANCE DECLARATION dated March 5, 2002, recorded as Document No. 2002-039413, by and between KEAKU, LLC, a Hawaii limited liability company, "Assignor", and D.R. HORTON - SCHULER HOMES, LLC, a Hawaii limited liability company, dba SCHULER HOMES, "Assignee".

ASSIGNMENT OF RIGHTS dated September 27, 2002, recorded as Document No. 2002-171816, by and between LESTER HIGA (also known as LESTER M. HIGA), as Commissioner, "Assignor", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba SCHULER HOMES, as "Assignee".

AMENDED AND RESTATED MAINTENANCE DECLARATION dated January 5, 2004, recorded as Document No. 2004-015823.

10. The terms and provisions contained in the following:

INSTRUMENT	:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED	:	October 16, 2007
RECORDED	:	Document No. 2007-183413

11. The terms and provisions contained in the following:

INSTRUMENT	:	AFFORDABLE HOUSING PLAN AGREEMENT
DATED	:	October 11, 2010
RECORDED	:	Document No. 2010-161459
PARTIES	:	CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii ("City"), and HALE ALI'I DEVELOPMENT, LLC, a Hawaii limited liability company ("HAD" or "Developer")

12. INSTRUMENT : AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "HALE KA LAE AT 7000 HAWAII KAI DRIVE" CONDOMINIUM PROJECT

DATED	:	March 28, 2011
RECORDED	:	Document No. 2011-050206
MAP	:	4968 and any amendments thereto

The foregoing Amended and Restated Declaration restates the original Declaration dated February 16, 2011, recorded as Document No. 2011-030509. Said Amended and Restated Declaration was amended by instrument dated April 27, 2011, recorded as Document No. 2011-068793.

The terms and provisions contained in the following:

13. The terms and provisions contained in the following:

INSTRUMENT	:	BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS
DATED	:	February 16, 2011
RECORDED	:	Document No. 2011-030510

14. -AS TO LOT H, ONLY:-

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

INSTRUMENT	:	LIMITED WARRANTY DEED
DATED	:	August 14, 2001
RECORDED	:	Document No. 2001-126993

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

INSTRUMENT	:	LIMITED WARRANTY DEED
DATED	:	August 14, 2001
RECORDED	:	Document No. 2001-126994

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

INSTRUMENT	:	AGREEMENT TO PERMIT CONSTRUCTION OF INFRASTRUCTURE
DATED	:	August 14, 2001 (the "Effective Date")
RECORDED	:	Document No. 2001-126998
PARTIES	:	HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company ("Eldercare"), and WESTERN PACIFIC DEVELOPMENT, LLC, a Hawaii limited liability company ("WestPac")

(D) GRANT

TO	:	21ST CENTURY HOMES, INC., a Hawaii corporation
DATED	:	October 16, 2007
RECORDED	:	Document No. 2007-185639
GRANTING	:	a perpetual non-exclusive easement for pedestrian and vehicular access purposes in favor of the Benefitted Property more particularly described therein

(E) GRANT OF WATER PIPELINE EASEMENT

TO	:	THE CITY AND COUNTY OF HONOLULU and the BOARD OF WATER SUPPLY, CITY AND COUNTY OF HONOLULU
DATED	:	November 12, 2008
RECORDED	:	Document No. 2008-173350
GRANTING	:	a non-exclusive easement for a water pipeline(s) etc. through Easement "W-2", being more particularly described in Exhibit "A" and the map attached thereto

(F) MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR	:	HALE ALI'I DEVELOPMENT, LLC, a Hawaii limited liability company
MORTGAGEE	:	HANWHA HAWAII LLC, a Delaware limited liability company
DATED	:	October 14, 2009
RECORDED	:	Document No. 2009-159129
AMOUNT	:	$14,000,000.00

15. -AS TO LOT 1-D:-

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

INSTRUMENT	:	LIMITED WARRANTY DEED
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177625

(B) GRANT

TO	:	HAWAII INTERGENERATIONAL COMMUNITY, DEVELOPMENT ASSOCIATION, a Hawaii nonprofit corporation
DATED	:	January 29, 2003
RECORDED	:	Document No. 2003-022457
GRANTING	:	an easement for sewer purposes

16. -AS TO LOT J-2, ONLY:-

(A) No vehicle access permitted along Hawaii Kai Drive, as shown on survey Map prepared by James R. Thompson, Registered Professional Land Surveyor, dated October 17, 2005.

(B) FINANCING STATEMENT

DEBTOR	:	21ST CENTURY HOMES, INC.
SECURED PARTY	:	PACIFIC FINANCIAL SOLUTIONS, LLC
RECORDED	:	Document No. 2007-139431
RECORDED ON	:	August 3, 2007

17. -AS TO LOTS H AND J-1:-

EASEMENT "A" for utility purposes and EASEMENT "B" for access and utility purposes, as shown on map prepared by Wilfred Y.K. Chin, Land Surveyor, with Control Point Surveying, Inc., dated July 29, 1999, last revised November 10, 1999, approved by the Department of Planning and Permitting, City and County of Honolulu, on November 24, 1999.

18. -AS TO LOTS J-1 AND J-2, ONLY:-

(A) Portion of the land described herein comprises wetland.

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

INSTRUMENT	:	COVENANTS RUNNING WITH THE LAND
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177614

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

INSTRUMENT	:	DECLARATION OF FLOWAGE EASEMENT (PARK SITE)
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177615
PARTIES	:	HAWAII KAI ELDERCARE, LLC
RE	:	easement for flowage of waters from Lot 1-A

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

INSTRUMENT	:	LIMITED WARRANTY DEED
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177623

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

INSTRUMENT	:	LIMITED WARRANTY DEED
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177624

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

INSTRUMENT	:	DECLARATION OF ACCESS AND USE (PRIVATE PARK)
DATED	:	January 20, 2004
RECORDED	:	Document No. 2004-012945

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

INSTRUMENT	:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED	:	August 30, 2004
RECORDED	:	Document No. 2004-209149

(H) GRANT

TO	:	WESTERN PACIFIC DEVELOPMENT, LLC, a Hawaii limited liability company
DATED	:	October 16, 2007
RECORDED	:	Document No. 2007-185640
GRANTING	:	a perpetual non-exclusive easement appurtenant to and for the benefit of Lot H ("Benefited Property") on, over and across the Easement Area more particularly described therein, for purposes of ingress and egress between Lot G and the Benefited Property of pedestrians and vehicles, including fire trucks and other emergency vehicles

19. -AS TO LOTS H, J-1 AND J-2, ONLY:-

(A) GRANT

TO	:	KEAKU, LLC, a Hawaii limited liability company
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177619
GRANTING	:	a perpetual non-exclusive easement for access and utility purposes over said Easements "A" & "B"

(B) GRANT

TO	:	HAWAII KAI ELDERCARE, LLC, HAWAII INTERGENERATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, and 21ST CENTURY HOMES, INC.
DATED	:	December 19, 2000
RECORDED	:	Document No. 2000-177626
GRANTING	:	a perpetual non-exclusive appurtenant easement for access and utility purposes over said Easements "A" & "B"

(C) GRANT

TO	:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as HAWAIIAN TELCOM, INC.

DATED	:	May 27, 2003
RECORDED	:	Document No. 2003-111176
GRANTING	:	an easement for utility purposes

20. -AS TO LOTS J-1, 1-D AND J-2, ONLY:-

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

INSTRUMENT	:	AFFORDABLE HOUSING PLAN AGREEMENT
DATED	:	July 25, 2001
RECORDED	:	Document No. 2001-118969
PARTIES	:	CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii by its Department of Planning and Permitting, HAWAII INTERGENERATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, and 21ST CENTURY HOMES, INC.

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

INSTRUMENT	:	AGREEMENT RE AFFORDABLE HOUSING
DATED	:	November 29, 2005
RECORDED	:	Document No. 2005-245536
PARTIES	:	21ST CENTURY HOMES INC., a Hawaii corporation, and WESTERN PACIFIC DEVELOPMENT, LLC, a Hawaii limited liability company

END OF EXHIBIT L

EXHIBIT M

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

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

As provided in **Section S.17** of the Declaration, Developer has the reserved the right to seek one or more Conditional Use Permit(s) (Minor), Zoning Adjustment(s), and Special District (Major) Permit(s), and project improvement building permits (the "**Permits**") which are necessary to proceed with the construction of the Project as contemplated by the Condominium Map. Without limitation of the foregoing, as provided in **Section S.17** of the Declaration, Developer shall have the reserved right for a period of twenty-five (25) years following the Recordation of the Declaration, without the approval, consent or joinder of, and without notice to, the Association, any purchaser or Owner of any Unit, or any other party with any interest in the Unit (including any tenant), to (a) amend any of the Project Documents, including, without limitation, the Declaration, (b) enter into any agreements, including, without limitation, to declare and subject the Land and Improvements to restrictive covenants, (c) designate and grant easements, (d) secure any other governmental permits, and (e) enter into, amend and/or authorize others to enter into or amend and/or do all things necessary and convenient, to satisfy the requirements of any land use or other permits or agreements or governmental requirements pertaining to the Project, including, without limitation, such permits as may be issued authorizing the Project and/or projects on adjacent development parcels, including one or more Conditional Use Permit(s) (Minor), Zoning Adjustment(s), and Special District (Major) Permit(s), issued by the DPP and any amendments, supplements and/or modifications thereto, and to execute, file and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map and impose the same on the Project. Without limitation of the provisions set forth in **Section S.26** of the Declaration, each and every party acquiring an interest in the Project, by such acquisition appoints Declarant and its assigns as such party's or parties' attorney-in-fact with full power of substitution to execute, deliver and Record such documents and instruments and to do such things on such party's or parties' behalf as necessary or appropriate for the purpose of effecting the rights afforded to Declarant under this section and **Section S.26** of the Declaration, which grant of such power, being coupled with an interest, is irrevocable for the term of such reserved rights of Declarant, and shall not be affected by the disability of such party or parties.

Such rights shall include, without limitation, the right to: (i) provide open space(s) and a sidewalk for use by the public on the Land; (ii) establish a private park area(s) at or for the benefit of the Project; (iii) designate one or more areas and/or to record against the Land of the Project one or more agreements with the Department of Land and Natural Resources of the State of Hawaii and/or other appropriate agency(ies) for purposes of addressing the preservation, location and/or relocation of any burial or historic sites or artifacts found during development of the Project or located on Adjacent Property and protected under the laws of the State of Hawaii; (iv) modify the Condominium Map and scope of any Limited Common Element or Common Element, including, without limitation, the recreational facilities; (v) perform such additional offsite requirements as may be mandated, including, without limitation, road widening improvements and/or the provisioning of utilities, traffic signals, bus stops and/or stop signs; (vi)

modify unit types, the overall "product mix", the landscaping plan, and available number of parking stalls; (vii) prohibit enclosure of the lanais to any Unit in the Project; and (viii) transfer unused building area, FAR (or floor area) and/or density that might be available to the Project Land to one or more project areas located outside the Project.

END OF EXHIBIT M

EXHIBIT N

Section 3.5 -- Changes to the Condominium Documents

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

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

AMENDMENT TO DECLARATION

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

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

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

(c) Partition or subdivide any Unit;

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

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

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

provided further that this subsection shall not apply to any actions taken pursuant to rights expressly reserved to Declarant in the Project Documents.

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

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

4. Amendment of Project Documents by Developer for Other Reasons. Notwithstanding anything to the contrary contained in the Declaration, Developer hereby reserves the right to amend the Declaration, the Bylaws, the Condominium Map and any other Project Document, without the approval, consent or joinder of, and without notice to, the Association, any purchaser or Owner of any Unit, or any other party with any interest in the Unit (including any tenant) (a) to correct typographical errors, mathematical errors in the calculation of common interests and/or mistakes, (b) to reflect alterations undertaken by Developer as permitted by **Section E** or **F** of the Declaration or modifications permitted pursuant to rights reserved to the Developer contained in the Declaration, including, without limitation, those rights reserved to Developer set out in **Section S** or **P** of the Declaration, and (c) as may be required by (i) law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Units or any interest therein, (iv) any Institutional Lender lending funds on the security of the Project or any of the Units or any interest therein, (v) any governmental agency of any state, territory, possession or foreign country or other foreign jurisdiction as a condition precedent to the marketing or sale of Units or Fractional Interests in any such jurisdiction, or (vi) any other governmental agency (including, without limitation, the VA, HUD, FHA, FNMA and/or FHLMC).

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

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

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

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

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

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

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

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

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

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

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

6. Amendments Affecting First Mortgages. Any provision of the Declaration to the contrary notwithstanding, any amendment affecting any provision of the Declaration which is for the express benefit of holders or insurers of First Mortgages on Units shall require the approval of eligible holders of First Mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to Mortgages held by such eligible holders are allocated, together with such other approval requirements as set forth in this Exhibit N and **Section R** of the Declaration; provided, however, that any mortgage holder shall be deemed to consent to any proposed amendment to the Declaration where said mortgage holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

AMENDMENT TO BYLAWS

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

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

END OF EXHIBIT N

EXHIBIT O

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

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

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

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

2. Declarant's Reserved Right to Reconfigure Land

(a) Declarant's Right to Subdivide, Consolidate and Resubdivide Land. Declarant shall have the right, at its sole discretion and without being required to obtain the consent or joinder of, and without notice to, any person or group of persons, including the Association, any Unit Owner, or any Mortgagee, lien holder, any Unit purchaser, or any other person who may have an interest in the Project or in any Unit, to effect or participate (unilaterally or jointly with the owner or owners of adjacent parcels of land) in one or more subdivisions of the Land, one or more consolidations and resubdivisons of the Land, including, without limitation, with adjacent parcels of land, or the addition of Land to the Project, the result of which may be to adjust the boundaries of the Land and the Project. Any such adjustment(s) of boundaries will reconfigure the Land such that it actually conforms to the configuration of the Land as depicted on the Condominium Map, and, consequently, will not affect the layout, location, dimensions, or structure of the Building or Units as shown on the Condominium Map, all as set forth and described in the Declaration.

(b) Declarant's Right to Annex Land. Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of any Unit Owner, lien holder, or other persons, but not the obligation, from time to time and at any time, to annex by Supplemental Declaration additional real property (the "**Annexable Land**"), whether in fee simple or leasehold, or over which Declarant has obtained an easement or license, including, without limitation, the Adjacent Property, to the Declaration in increments of any size whatsoever, or to annex more than one such increment at any given time and in any given order. Any such property not specifically annexed by Supplemental Declaration properly Recorded shall not become subject to the Declaration. Supplemental Declarations may contain such complementary or supplementary additions and modifications of the provisions of the Declaration as may be necessary to reflect the different character, if any, of the property being annexed and may add, delete, or modify

provisions of the Declaration as it applies to the property being annexed. The Recordation of such Supplemental Declaration shall constitute and effectuate the annexation of the Annexable Land described therein, unless a later effective date is specified in the Supplemental Declaration, making such real property subject to the Declaration and subject to the functions, powers, and jurisdiction of the Association, and thereafter said real property shall be part of the Project and Property for all intents and purposes of the Declaration, and all of the owners of units in the annexed property shall automatically be Owners under the Declaration. Each Owner hereby acknowledges and agrees that their voting power as a member may be altered (diminished or increased) attributable to such an annexation.

(c) Declarant's Right to Move Park Location, Create Maintenance Easement(s). Developer shall have the reserved right, without obtaining the approval of any party with an interest in the Project, including any other Unit Owner and/or mortgagee, to (i) relocate any park located within the Project, or within any Adjacent Property or land annexed into the Project and (ii) create a maintenance easement(s) over Adjacent Property and such designated park areas which may require the Association to contribute to the maintenance of or to maintain park(s) on lands other than the Project Land and useable by others for beautification and enhancement of the Project.

(d) Declarant's Right to Process Approvals and Petitions. In the exercise of the foregoing rights, Declarant may on multiple occasions at any time (i) file and process to final approval applications with the City and County of Honolulu, including, without limitation, for subdivision or consolidation and resubdivision, (ii) file and process a petition for an order of subdivision or consolidation and resubdivision, designation, granting, conveyance, transfer, cancellation, relocation, and reservation of easements and/or rights of way with the Bureau, and/or any other procedure required to fully and legally effect such subdivision or consolidation and resubdivision, designation, granting, conveyance, transfer, cancellation, relocation, and reservation of easements and/or rights of way, (iii) Record one or more amendments to the Declaration which shall contain an amended description of the Land covered by the Declaration, (iv) if deemed necessary by Declarant, Record one or more amendments to the Condominium Map or any other Project Document showing any changes to the Project, and (v) if deemed necessary by Declarant, apply for and obtain from the Real Estate Commission of the State of Hawaii an amended public report or an amendment to the public report describing the changes made to the Project pursuant to this section and **Section S.2** of the Declaration.

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

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

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

(ii) Date. The reconfiguration of the Land pursuant to this section and **Section S.2** of the Declaration shall be ordered and effected not later than twenty-five (25) years following the Recordation of the Declaration.

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

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

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

(b) If Developer is the Owner of any two (2) Units separated by a party wall, floor or ceiling, Developer shall have the right, without obtaining the approval of any party with an interest in the Project, including any other Unit Owner and/or mortgagee to consolidate two (2) or more Units and to alter or remove all or portions of the intervening wall, floor or ceiling at Developer's expense provided that: (i) the structural integrity of the Project is not thereby affected; (ii) the finish of the Common Element then remaining is restored to a condition substantially compatible with that of the Common Element prior to such alteration; and (iii) all construction activity necessary to any such alteration or removal shall (1) be completed within a reasonable period of time after the commencement thereof, subject to delays beyond the control of Developer or its contractors, whether caused by strikes, the unavailability of construction materials or otherwise, in which case any such construction activity shall be completed in such additional time as may be reasonably necessary in the exercise of due diligence, and (2) comply in all respects with all applicable governmental codes, statutes, ordinances and rules and regulations.

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

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

(e) Declarant shall have the reserved right, without obtaining the approval of any party with an interest in the Project, to amend the Condominium Map and the Declaration to reflect the changes to the Project arising out of the exercise of the reserved rights in this section and **Section S.4** of the Declaration.

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

6. Sale of Fractional Interests. Declarant shall have the right, at its sole discretion and 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, lien holder, any Unit purchaser, or any other person who may have an interest in the Project or in any Unit to sell individual fractional interests ("**Fractional Interests**") in some or all of Units as Declarant may designate by Recording a Fractional Ownership Declaration (the "**Fractional Interest Units**"), by deed, lease, association or club membership, license, rental or use agreement, co tenancy agreement, partnership, or otherwise. Notwithstanding the foregoing, no such Fractional Interest shall constitute less that 16.66% interest in the Fractional Interest Unit, or result in the use, occupancy, or possession of the Fractional Interest Unit circulating among various persons for less than a sixty-day period in any year, for any occupant. In connection with the sale of Fractional Interests, Declarant further reserves the right to establish plans, programs, or arrangements under which the right to use, occupy, own, or possess some or all of the Fractional Interests rotates among the Owners of such Fractional Interests on a periodically recurring basis according to a fixed or floating time period. Fractional Interests may be created from time to time by the Recording by Declarant of a Fractional Ownership Declaration describing (i) the specific Fractional Interest Units that are affected, (ii) the rights and obligations of the Owners of such Fractional Interests, including, without limitation, the

obligation to share in the payment of common expenses, (iii) any easements over Common Elements of the Project reserved for the sales, operation, and management of such Fractional Interest Units, and (iv) the rights and obligations of any separate association created for the management and operation of the Fractional Interest Units.

7. Reserved Right to Convey Units and Limited Common Elements to Association. Developer shall have the reserved right, but not the obligation, to convey Units that are owned by Developer subject to encumbrances of record but free of monetary liens to the Association and to redesignate Limited Common Elements appurtenant to Units owned by Developer to Limited Common Elements appurtenant to Units owned by the Association and to the extent necessary or required, to amend any of the Project Documents to effect the same.

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

9. Additional Reserved Rights Regarding Alterations and Repair. Any other provision in the Declaration to the contrary notwithstanding, Declarant does hereby reserve the rights described in this section and **Section S.9** of the Declaration unto Declarant, its successors and assigns. Prior to the later of (i) the time that all Units in the Project have been sold and the conveyance thereof Recorded, (ii) twenty-five (25) years following the Recordation of the Declaration, and (iii) the filing by Declarant of the "as built" verified statement (with plans, if applicable) required by Section 514B-34(a) of the Act, Declarant shall have the right, but not the obligation, and without being required to obtain the consent or joinder of, and without notice to, any person or group of persons, including the Association, any Unit Owner or any Mortgagee, lienholder, Unit purchaser, or any other person who may have an interest in the Project, to do the following:

(a) Configuration of Units, and Other Changes. Without limitation of the rights set forth in **Sections S.3**, **S.4** and **S.5** of the Declaration, Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to make alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) which change the configuration of, alter the number of rooms (including bedrooms) of, decrease or increase the size of, or change the location of any Unit (and the Limited Common Elements appurtenant thereto) in the Project which is not sold and the conveyance thereof Recorded, which right includes, but is not limited to, the ability to change the overall "product mix" (e.g., change the Unit types or change the configuration of Unit built on a particular floor of the Building), or change the numbering of the floors in the Building or numbering of parking stalls, storage areas, or other Limited Common Elements of the Project.

(b) Alterations to the Project. Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to make other alterations in the Project (and to amend the Declaration, the Condominium Map and other Project Documents accordingly) which make changes in any Unit in the Project or in the Common Elements (including, without limitation, the use, location, name, designation and configuration thereof) that do not affect the physical location, design, or, subject to **Section S.9(a)** of the Declaration, size of any Unit that has been sold and the conveyance thereof Recorded. Without limitation of the foregoing, Declarant shall have the absolute right to:

(i) Reduce the number of floors in the Project and change the overall product mix on a floor so long as such changes do not affect the physical location, design, or size of any Unit that has been sold and the conveyance thereof Recorded.

(ii) Reconfigure the Parking Garage on Levels B2, B1, 1 and 2 and/or basement Level B2 and/or Level B1, generally, which may result in, among other things, (1) a reduction or increase in the size of some or all of the Units not to exceed ± 25 square feet, provided that, at the option of Declarant in its sole discretion, the Common Interests of the Units as reflected in **Exhibit E** to

the Declaration may or may not be recalculated or adjusted as a result of such reduction or increase in square footage of Units, (2) a reduction or increase in the number of parking stalls at the Project, provided that the minimum number of parking stalls required under the LUO shall at all times be maintained, and/or (3) an elimination of or modifications to storage areas and/or other Common Elements within such areas.

Further, Declarant reserves the right to modify exterior elevations of buildings, door and window types (e.g., open versus fixed, slider versus awning or otherwise) and the location of the same, roof types and materials, types of fences, the size and location of lanai and lanai railings and coverings, parking stall locations and coverings (to the extent applicable), and air condition unit locations (to the extent applicable), the addition, deletion and relocation of stairways, to alter utility locations from those reflected on the Condominium Map, and to substitute any included appliances as standard. Declarant shall also have the reserved right to convert any portion of the common area adjacent to a Unit or Units into a Limited Common Element or Limited Common Elements benefitting one or more Units in the Project.

By acceptance of a deed to a Unit, each Owner acknowledges and agrees that, as provided in **Section E.3** of the Declaration, Declarant shall have the right, without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to alter (diminish or increase) by a Recorded amendment to the Declaration or other Project Document the common interest, voting rights, limited common elements and/or easements appurtenant to each Unit upon the alteration of the Project as provided in this Section and **Section S.9** of the Declaration.

10. Reserved Right to Amend Project Documents. In connection with Developer's exercise of Developer's reserved rights set forth in this Exhibit O and **Section S** of the Declartaion, Developer shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to amend the Declaration, the Condominium Map or any other Project Document as appropriate in accordance with this section and **Section S.10** of the Declaration, including, without limitation, as may be necessary or convenient to describe any new Improvements constructed on the Property in accordance with the Declaration. Without limitation of the foregoing:

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

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

(c) Developer shall have the reserved right to amend the Condominium Map and/or other Project Documents, as well as any Deed, to adjust the description of the square footage for any Unit plus or minus 50 square feet. In the exercise of this reserved right, the common interest allocation for each Unit shall remain undisturbed.

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

the change in the common interest or it may issue replacement deeds reflecting the new common interest of each Unit.

12. Reserved Right to Modify Project to Comply with Law. Developer shall have the reserved right, to effect such modifications to the Units and Common Elements in the Project and/or to execute, Record and deliver any amendments to the Declaration, the Condominium Map as well as the Bylaws and rules and regulations promulgated thereunder and any other Project Document, as may be necessary or required to effect compliance by the Project, the Association, or by Developer with laws which apply to the Project, including, without limitation, the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 et seq., including any and all rules and regulations promulgated thereunder, and the Americans With Disabilities Act, as amended, 42 U.S.C. §§ 12101 et seq., including any and all rules and regulations promulgated thereunder. Without limitation, Developer may amend the Declaration (and, when appropriate, the Condominium Map) in any manner required to retrofit guest parking stalls, so they are suited for use by persons with disabilities and to assign such stalls as appurtenant Limited Common Elements to any one or more of the Units intended for use by persons with disabilities upon substitution therefor of alternate guest parking stall(s). Such assignment may be made to Units, the Owners of which Developer, in its sole judgment, determines require a parking stall accessible to persons with disabilities. Such reassignment is hereby specifically declared not to constitute a material amendment of the Declaration or, when appropriate, the Condominium Map. Without limitation of the foregoing and notwithstanding anything in the Declaration to the contrary, if any action taken by Declarant pursuant to the reserved rights in this section and **Section S.12** of the Declaration is for any reason deemed to effect a material change under the Act, the rescission rights under the Act shall not apply, as stated in and in accordance with Section 514B-87 of the Act. All costs of such reassignment shall be borne as determined by Declarant. Notwithstanding the foregoing, Declarant also reserves the right, but does not hereby undertake any obligation, to interchange guest parking stalls and the disabled guest parking stalls to accommodate Unit Owners in need of such parking. The rights of Declarant under this section and **Section S.12** of the Declaration may be assigned to the Association, without the consent of joinder of, and without notice to, the Board.

13. Reserved Right to Reconfigure Common Element Recreational Amenities. Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to make alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) which change the configuration of, alter the number of rooms of, decrease or increase the size of, eliminate, or change the location of any common element recreational amenity or facility, as well as the right to rename or redesignate such common element amenities in any manner Declarant sees fit.

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

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

lien or charge on the Project and the Unit of the security interests of the lender, including, but not limited to, any lien, mortgage or charge securing a loan made to finance the costs of construction and other costs during such construction and any and all advances therefor, whether contractual or voluntary, until the Recordation of the deed for the Unit and the Unit's release from the security for the loan.

16. Reserved Right Regarding Licenses and Permits for Common Area Maintenance. Each Owner acknowledges and agrees that Declarant, on behalf of the Association, may seek or has obtained certain licenses and permits from the applicable planning department of the County relating to common area maintenance (such licenses and permits and any of the land use or other permits described in this section and **Section S.16** of the Declaration, collectively, the **"Licenses and Permits"**). To the extent that any Licenses and Permits have not been issued to the Association, Declarant and its agents, employees, contractors, licensees, successors, mortgagees and assigns, reserve the right to transfer to the Association any and all obligations in connection with such Licenses and Permits In connection with such Licenses and Permits, the Association shall have the responsibility to comply at all times now and in the future with all DPP regulations relating thereto and any other applicable statutes, ordinances and rules and regulations of Federal, State or County agencies. Neither the Association nor any Owner shall take any actions that may in any way undermine the Association's obligations to comply with such regulations. Each Owner and the Association shall execute any and all documents required by Declarant in Declarant's sole discretion to transfer, if required, any Licenses and Permits to the Association. Each Owner shall indemnify and hold harmless Declarant, its successors and assigns, from and against any and all claims and demands for damages in connection with the Association's fulfillment of its obligations in respect of such Licenses and Permits.

17. Reserved Rights Regarding Land Use and Other Permits and Agreements. Developer shall have the reserved right for a period of twenty-five (25) years following the Recordation of the Declaration, without the approval, consent or joinder of, and without notice to, the Association, any purchaser or Owner of any Unit, or any other party with any interest in the Unit (including any tenant), to (a) amend any of the Project Documents, including, without limitation, the Declaration, (b) enter into any agreements, including, without limitation, to declare and subject the Land and Improvements to restrictive covenants, (c) designate and grant easements, (d) secure any other governmental permits, and (e) enter into, amend and/or authorize others to enter into or amend and/or do all things necessary and convenient, to satisfy the requirements of any land use or other permits or agreements or governmental requirements pertaining to the Project, including, without limitation, such permits as may be issued authorizing the Project and/or projects on adjacent development parcels, including one or more Conditional Use Permit(s) (Minor), Zoning Adjustment(s), and Special District (Major) Permit(s), issued by the DPP and any amendments, supplements and/or modifications thereto, and to execute, file and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map and impose the same on the Project. Without limitation of the provisions set forth in **Section S.26** of the Declaration each and every party acquiring an interest in the Project, by such acquisition appoints Declarant and its assigns as such party's or parties' attorney-in-fact with full power of substitution to execute, deliver and Record such documents and instruments and to do such things on such party's or parties' behalf as necessary or appropriate for the purpose of effecting the rights afforded to Declarant under this section and **Section S.17** of the Declaration, which grant of such power, being coupled with an interest, is irrevocable for the term of such reserved rights of Declarant, and shall not be affected by the disability of such party or parties.

Such rights shall include, without limitation, the right to: (i) provide open space(s) and a sidewalk for use by the public on the Land; (ii) establish a private park area(s) at or for the benefit of the Project; (iii) designate one or more areas and/or to record against the Land of the Project one or more agreements with the Department of Land and Natural Resources of the State of Hawaii and/or other appropriate agency(ies) for purposes of addressing the preservation, location and/or relocation of any burial or historic sites or artifacts found during development of the Project or located on Adjacent Property and protected under the laws of the State of Hawaii; (iv) modify the Condominium Map and scope of any Limited Common Element or Common Element, including, without limitation, the recreational facilities; (v) perform such additional offsite requirements as may be mandated, including, without limitation, road widening improvements and/or the provisioning of utilities, traffic signals, bus stops and/or stop signs; (vi)

modify unit types, the overall "product mix", the landscaping plan, and available number of parking stalls; (vii) prohibit enclosure of the lanais to any Unit in the Project; and (viii) transfer unused building area, FAR (or floor area) and/or density that might be available to the Project Land to one or more project areas located outside the Project.

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

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

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

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

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

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

19. Reserved Right Respecting Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the design, development construction, sale, resale leasing financing and marketing of the Project, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Association (provided, however, that absent an Emergency Situation, Developer shall provide reasonable advance notice), to enter the Project, including the Units, Common Elements and Limited Common Elements for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to interfere with, such access shall alleviate Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes Developer in any way in Developer's activities described in this section and **Section S.19** of the Declaration. **NOTHING HEREIN SHALL BE DEEMED OR CONSTRUED AS DEVELOPER MAKING OR OFFERING ANY WARRANTY, ALL OF WHICH ARE DISCLAIMED (EXCEPT TO THE EXTENT SAME MAY NOT BE BY LAW OR ARE EXPRESSLY SET FORTH HEREIN).**

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

(a) Option Notice. Declarant shall give such Unit Owner written notice of Declarant's exercise of its option to repurchase such Unit Owner's Unit.

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

(c) Option Purchase Price. The purchase price for the Unit shall be a price equal to the aggregate of: (i) the price at which the Unit Owner purchased the interest in the Unit which is proposed to be transferred; (ii) the cost of any improvements added by the Unit Owner attributable to the interest in the Unit proposed to be transferred; and (iii) five percent (5%) per annum simple interest on the Unit Owner's equity in the interest in the Unit proposed to be transferred for the period of such Unit Owner's ownership of the interest prepared to be sold. The purchase price shall be paid in cash at the closing.

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

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

(f) Assignment of Option. Declarant's rights to repurchase may be assigned by Declarant without the prior written consent of any Unit Owner or any other person; provided, however, that upon the exercise of the right of repurchase granted under this section and **Section S.20** of the Declaration, the person exercising such right shall provide to the Unit Owner and Unit Owner's mortgagee a copy of the assignment instrument by which such person acquired the right to repurchase under this section and **Section S.20** of the Declaration.

(g) Mortgagee Protection. Declarant's right to repurchase a Unit granted by this section and **Section S.20** of the Declaration shall be subordinate to the interest of any mortgagee on record. Declarant shall not exercise its right to purchase a Unit under any option granted under this section and **Section S.20** of the Declaration if within sixty (60) days of giving notice to a Unit Owner and such Owner's mortgage lender of Declarant's intent to exercise such option, the mortgage lender cures or commences a foreclosure action against the Unit. The restrictions prescribed in this section and **Section S.20** of the Declaration shall be automatically extinguished upon any transfers of title to a mortgage holder or other party pursuant to a mortgage foreclosure, foreclosure under power of sale, or a conveyance in lieu of foreclosure after a foreclosure action is commenced; or when a mortgage is assigned to a federal housing agency. Any provision herein to the contrary notwithstanding, a mortgagee under a mortgage covering any interest in the Unit prior to commencing mortgage foreclosure proceedings, may notify Declarant in writing of (i) any default of the mortgage under the mortgage within ninety (90) days after the occurrence of the default, and (ii) any intention of the mortgagee to foreclose the mortgage; provided that the mortgagee's failure to provide such written notice to Declarant shall not affect such holder's rights under the mortgage.

21. Reserved Right to Change Pet Policy. Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to amend, modify and/or supplement the policy regarding pets at the Project contained in the Bylaws, including, without limitation, the number of pets permitted at the Project.

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

23. Reserved Rights in Respect of Cabanas. Declarant shall have the right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to create, amend, modify and/or supplement a policy to allow Owners to reserve cabanas and/or barbecue areas, if any, located in the Common Elements of the Project.

24. Reserved Right to Install Electric Vehicle Charging Stations. Declarant shall have the right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of, and without notice to, any Unit Owner, lien holder, or other persons, to amend the Declaration (and, when appropriate, the Condominium Map) in any manner required to install electric vehicle (EV) charging station(s) or electric recharging point(s) within the Parking Garage and any guest parking stall or other parking stall located therein and, where a guest parking stall(s) is used for such purpose, assign such stall(s) intended for use by an Owner owning an electric vehicle as appurtenant Limited Common Elements to any one or more of the Units upon substitution therefor of alternate guest parking stall(s). Such assignment may be made to Units, the Owners of which Developer, in its sole judgment, determines require a parking stall for an electric vehicle. Such reassignment is hereby specifically declared not to constitute a material amendment of the Declaration or, when appropriate, the Condominium Map. Declarant further reserves the right to install a metering system for any electric vehicle (EV) charging station(s) or electric recharging point(s) so that the costs of electricity for such charging station(s) or electric recharging point(s) can be charged to the Owner of an electric vehicle. All costs of such reassignment shall be borne as determined by Declarant. The rights of Declarant under this section and **Section S.24** of the Declaration may be assigned to the Association, without the consent of joinder of, and without notice to, the Board.

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

26. Consent to Exercise of Developer's Reserved Rights. Each and every party acquiring an interest in the Project, by such acquisition: (a) consents to the exercise by Developer or other Unit Owner, as the case may be, of each and every right reserved to such Owner or Developer set forth in the Declaration, including, without limitation, **Sections F, P, R, S, T** and **U** of the Declaration, such consent constituting the consent required by Section 514B-140 of the Act with respect to structural alterations and additions to the Project, and to the execution, delivery and Recording (if necessary) of any and all documents necessary to effect the same, including any amendment or amendments of the Declaration and/or the Condominium Map or any other Project Document; (b) agrees to execute, deliver and Record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and (c) appoints Developer and its assigns as such party's or parties' attorney-in-fact with full power of substitution to execute, deliver and Record such documents and instruments and to do such things on such party's or parties' behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of such reserved rights of Developer, and shall not be affected by the disability of such party or parties. Each Owner hereby acknowledges and agrees that this irrevocable power of attorney is: (i) retained for the benefit of Declarant and not the Owner; and (ii) created by Owner's acceptance of a deed to a Unit and as part of the consideration for the purchase and sale of a Unit. Without limitation of the foregoing and notwithstanding anything in the Declaration to the contrary, if any action taken by Declarant pursuant to a reserved right under the Declaration is for any reason deemed to effect a material change under the Act, the rescission rights under the Act shall not apply, as stated in and in accordance with Section 514B-87 of the Act.

27. Assignment of Reserved Rights. Notwithstanding anything stated herein to the contrary, every Owner of a Unit in the Project and all holders of liens affecting any of the Units and each and every other party acquiring an interest in the Project, or in the Land, or any party thereof, by acquiring such Unit, lien or other interest, consents to and recognizes: (a) the right of Developer to assign, in whole or in part and on an exclusive or non-exclusive basis, the rights reserved to Developer in the Declaration; (b) upon

any such assignment, Developer shall be relieved of any and all liability arising after the assignment; (c) any assignee of Developer shall thereafter be recognized as such under the Declaration; and (d) the right of Developer to also transfer its rights as Developer as collateral for a loan, in which event the assignee lender shall not have the rights and obligations as "**developer**" until it (i) forecloses on the loan or obtains a deed in lieu of foreclosure and takes title to Developer's interest in the Project, and (ii) Records an instrument declaring itself to be "**Developer**".

28. Name of the Project. The condominium property regime established by the Declaration (the **"Project"**) shall be known as **Hale Ka Lae at 7000 Hawaii Kai Drive**; provided, however, that, any time prior to the transfer of the last Unit in the Project to a third party, Developer may, by Recorded amendment to the Declaration, change the name of the condominium property regime and the Association, without the consent or joinder of, and without notice to, any Owner or any Owner's mortgagee.

29. Assignment of Parking Stalls. Declarant shall have the right in its sole and absolute discretion to assign one (1) or more parking stalls to each Unit in an amendment(s) and/or supplement(s) to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of, or notice to, any person or group of persons, including the Association, any Owner or Mortgagee, any Unit mortgagee, lien holder, purchaser or any other person who may have an interest in the Project or in any Unit, it being understood and agreed that, if any action taken by Declarant pursuant to the foregoing reserved right is for any reason deemed to effect a material change under the Act, the rescission rights under the Act shall not apply, as stated in and in accordance with Section 514B-87 of the Act.

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

31. Alterations and Transfers of Common Interest. Without limitation of **Section E.3** of the Declaration and notwithstanding anything in the Declaration to the contrary, Developer shall have the absolute right in connection with the alteration of the Project as permitted pursuant to the Declaration to adjust the Common Interest in its discretion to ensure that the total Common Interest for all Units in the aggregate equals one hundred percent (100%), provided that the proportion of each Unit Owner's Common Interest shall remain in the same in relation to the other Unit Owners taking into account the addition or subtraction of any Unit or the addition or subtraction of any net living area. The foregoing adjustment(s) shall not constitute a material change under the Act with respect to any Unit, it being understood and agreed that, if an adjustment(s) made by Developer pursuant to the foregoing reserved right is for any reason deemed to effect a material change under the Act, the rescission rights under the Act shall not apply, as stated in and in accordance with Section 514B-87 of the Act.

32. Developer's Sales Activities. Developer and its agents, employees, contractors, licensees, successors, and assigns shall have the right to conduct extensive sales activities on and at the Project, including, without limitation, the right to use any Unit owned by Developer, and the Limited Common Elements appurtenant thereto as model Units, sales and management offices, and to conduct extensive sales displays and activities within the Common Elements or such Unit until the closing of the

sale of the last unsold Unit in the Project or Fractional Interest in a Unit. Without limitation of the foregoing, these reserved rights and easements include: (a) the right to enter the Common Elements of the Project for the purpose of showing prospective purchasers Units in the Project; (b) the right to place displays, advertising signs, billboards, flags, balloons, banners, lights and spotlights upon the Project (or any portion of the Project, including, without limitation, the roof areas, the Building, any lanai, any lobby area or otherwise), and to light the Building or any portion thereof shown on the Condominium Map in conjunction with sales of Units; (c) the right of Declarant to use any Unit owned or rented by Declarant and that portion of any Lobby area determined appropriate by Declarant for a sales office or for sales or display purposes until all Units have been sold; and (d) the right of Declarant to reserve parking areas within the Project for employees, agents and prospective buyers, even if such parking areas are designated as Limited Common Elements. Without limitation of the foregoing, Declarant reserves, for itself and its successors and assigns, the right during the course of Declarant's sales of Units in the Project to supplement, modify and amend the estimated breakdown of annual maintenance fees and estimated cost of assessment to each Unit, as Declarant deems appropriate, to reflect changes in estimated expenses applicable to ownership of Units attributable to the increase in cost of service or modification of proposed service to the Association reflected in the budget for annual maintenance fees. Upon such modifications, Declarant may supplement and amend its public report applicable to the Project. Each and every party acquiring an interest in the Project hereby acknowledges that the sales activities may result in noise and nuisances, and consents to such activity by Developer, and further waives, releases and discharges any rights, claims or actions such party may acquire against Developer, its brokers, sales agents, employees and lenders, and their respective successors and assigns as a result of any such activity or activities.

33. Developer's Reserved Rights Concerning Easements. Developer hereby reserves the right to designate, grant, convey, transfer, cancel, relocate and otherwise deal with any easements over, under, across or through the Common Elements for any reasonable purpose, which may include, but shall not be limited to, any easements for utilities or for any public purpose. Developer hereby further reserves the right to transfer, cancel, relocate, annex to the Project, or otherwise deal with any easement over, under, across or through any Adjacent Property or any other land adjacent to, across the street from, or in the vicinity of the Project, for any reasonable purpose, which reserved right may include, but shall not be limited to, (a) the right to accept and annex to the Project a license, grant of easement, or any other right for the purpose of access and utility service to the Project and to obligate the Association to satisfy the terms and conditions of such license, grant, or other right, (b) the right to effectuate the same purposes set forth above in this Exhibit O and **Section E** of the Declaration, and (c) the right to negotiate with any owner of land upon which such easement is located on behalf of the Association and Owners any and all terms and conditions upon which such easement may be relocated, expanded, reduced, modified, or otherwise altered, and to execute, deliver, and Record any instruments providing therefor upon or including such terms and conditions as Developer may reasonably determine to be just or appropriate. To the extent that the joinder of any Unit Owner, lien holder, or other person who may have any interest in the Land or the Project or any Unit in it may be required in order to validate any act or thing done pursuant to the foregoing reservations, such joinder shall be accomplished by power of attorney from each of the Owners, lien holders, or other such parties, it being understood and agreed that the acquiring or acceptance of ownership in a Unit or of a lien covering a Unit or any other interest in the Project or Land subject to the Declaration shall constitute a grant of such power which grant shall be coupled with an interest and irrevocable, as more specifically provided in **Section S.26** of the Declaration.

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

35. Developer's Easements to Effect the Subdivision or Consolidation of Units. Developer, its agents, employees, consultants, contractors, licenses, successors, Mortgagees and assigns, shall have an easement over, under, upon and through the Common Elements and any Limited Common

Elements and through the Units or any portion thereof as may be reasonably necessary to effect the subdivision or consolidation of Units, and such easement shall allow Developer, its agents, employees, consultants, contractors, licensees, successors, Mortgagees and assigns, to create and cause dust and other nuisances created by and resulting from any work connected with or incidental to effecting any such subdivision or consolidation provided that any such work is undertaken with the exercise of reasonable diligence.

36. Developer's Easements for Construction and Annexation.

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

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

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

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

easements and rights-of-way do not materially impair or interfere with the use of any Unit in the Project or the common elements of the Project.

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

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

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

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

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

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

(vi) A non-exclusive easement for ingress and egress of persons and vehicles through, over and along all portions of the Project as they exist on the date the Declaration is Recorded to construct and Maintain Facilities therein, provided that the existence of the Facilities when completed does not materially interfere with the use of the Project through or in which the Facilities are constructed for their intended purpose. During construction of the Facilities, Declarant and its contractors may restrict the use of the Common Elements of the Project as would be normal for the type of construction involved, provided that the Common Elements of the Project can still be used for the purpose for which they were designed, or reasonable alternative services are available.

(d) The purpose of the easements declared and granted in this section and **Section F.9** of the Declaration is to enable Declarant to fully exploit and use the Project or any portion thereof for any lawful purpose whatsoever and to construct thereon any improvements which Declarant is lawfully permitted to construct, and, in connection with such construction, to connect to, rest upon, abut and otherwise receive support for any improvements which may be created, from the improvements currently located on the Project adjoining the area of such improvement and for ingress and egress through the common areas of the Project as currently enjoyed. Declarant's exercise of rights reserved in this section and **Section F.9** of the Declaration are subject to Declarant's agreement to repair at its sole cost, in a good and workmanlike manner and in accordance with all laws any damage caused to the Project by reason of the exercise of the Easements granted by this section and **Section F.9** of the Declaration. The Easements granted in this section and **Section F.9** of the Declaration are perpetual and may assigned in whole or in part, subject to such limitations as may be determined appropriate by Declarant in Declarant's sole discretion, by Declarant to one or more Owners.

37. Noise, Dust, Vibration, and Other Inconveniences. Declarant and its agents, employees, contractors, licensees, successors, Mortgagees, and assigns shall have an easement over, under, and upon any portion of the Project to create and cause noise, dust, vibration, and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction, and sale of any Unit or other improvement to the Project, any additional phase to the Project, or any other development which Declarant, its successors or assigns, may develop on property

adjacent to or in the vicinity of the Project. Each and every Owner or other person acquiring any interest in the Project waives any and all rights, claims or actions that might otherwise be asserted against Declarant, its agents, employees, licensees, successors, Mortgagees, and assigns, based on any such noise, dust, vibration, and other nuisances or annoyances.

38. Developer's Right to Establish Fractional Ownership Program. Developer shall have the exclusive right to establish a fractional ownership plan with respect to some or all of the Units by Recording a Fractional Ownership Declaration and related documents. Developer may choose to annex certain Units owned by Developer to the Fractional Ownership Declaration. Any owners association created pursuant to a Fractional Ownership Declaration, together with their respective representatives, managers, licensees and invitees, shall have a non-exclusive easement over, under and upon the Common Elements of the Project for the following purposes only:

(a) the administration, management or operation of the fractional plan;

(b) the use, maintenance, or servicing of Units included in the fractional plan; and

(c) the use of any easement reserved or granted in the Fractional Ownership Declaration, or related documents, that allow the association to use the Units included in the fractional plan; provided, however, that under no circumstances, may this easement be used, directly or indirectly, for the following purposes: (1) to sell or promote the sale of, or to solicit prospective purchasers of, fractional interests on behalf of anyone other than Developer, or (2) to operate a tour or activity desk or any other business used to sell or promote the sale of fractional, on behalf of any one other than Developer.

39. Project Access Drive and Traffic Circulation. Each Owner shall have a non-exclusive right to enter upon and use for ingress and egress purposes all or any portion of the Project Access Drive once constructed and serving the Project. Portions of the Project Access Drive are intended to be located on Adjacent Property and will benefit the Project when constructed by Declarant pursuant to the Access Grants benefitting the Land. Declarant reserves the right to alter the circulation pattern on the Project Access Drive or any component thereof in Declarant's sole discretion. Without limitation of the foregoing, Declarant may convert the Project Access Drive or any component thereof into an ingress-only or egress-only driveway, so long as alternate access is afforded. Declarant hereby discloses and each Owner acknowledges that (i) Declarant intends to use the Project Access Drive to conduct and perform its construction and sales activities within the Project until all of the Units have been completed and sold, and (ii) the Project Access Drive will be used for access purposes by other Owners in the Project. These activities may result in noise, vibration, and other nuisances and hazards, including traffic congestion and temporary impairment of access to portions of the Project and each Owner covenants that such Owner assumes all risks associated with the Owner's use of the private roads. The provisions of the Declaration shall apply to and govern each Owner's use of any and all portions of the Project Access Drive, and each Owner shall indemnify and hold harmless Declarant, its successors and assigns, from and against any and all claims and demands for damages made by, through, or under such Owner in connection with the right of entry granted by Declarant to such Owner.

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

discharge, drainage, and runoff to the Association. Each Owner shall indemnify and hold harmless Declarant, its successors and assigns, from and against any and all claims and demands for damages in connection with the Association's fulfillment of its storm sewer connection obligations.

41. Drainage. Declarant hereby reserves to itself and the Association, and their respective officers, agents, employees, successors, and assigns, an easement to enter upon, across, over, in, and under any portion of the Project for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Project so as to improve the drainage of water on the Project. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of the Owners, the Association and Declarant, as applicable, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work. The rights reserved in this section and **Section F.16** of the Declaration shall continue until twenty-five (25) years after the later of: (i) the Recording of the "as built" verified statement required by Section 514B-34 of the Act; or (ii) the "date of completion" of the improvements as defined in HRS Section 507-43(f) of the last Unit constructed in the Project.

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

43. Storage Areas. Storage areas, shown on the Condominium Map as either a rectangle or a square area with a doorway opening and bearing a number for identification, shall be either (i) appurtenant to the Unit to which the storage area is assigned, and may not be separated from the Unit to which it is assigned, except to the extent permitted by the Act and **Section T.13** of the Declaration, or (ii) upon transfer by the Declarant to the Association, licensed to Owners by the Board. Without limiting any other right reserved or available to Declarant in the Declaration or at law, Declarant hereby reserves for its benefit for a period of twenty-five (25) years from the Recording of the Declaration an exclusive right to assign to Owners the right to use any storage area shown on the Condominium Map. Such storage areas may be made appurtenant to any Unit or made a Common Element, in each case by Recorded Amendment to the Declaration.

44. Easements for Utilities and Access. Declarant reserves the right for itself and its successors and assigns without the consent or joinder of, and without notice to, any Owner or its mortgagee to create, designate, grant, convey, transfer, cancel, relocate, or otherwise deal with, for the benefit of the Project or, in Declarant's sole discretion, for the benefit of others, including, without limitation, the Association or individual Unit Owners, any easements, licenses, and rights of way at any time for utilities, any public-type facility (mailboxes and the like), amenities designed to benefit one or more Unit types (such as valet service and kiosks), sanitary and storm sewers, cable transmission facilities, telecommunication systems and facilities, refuse disposal, landscape, maintenance, driveways, parking areas, access roadways, and other similar purposes, on, over, across, under, and through the Common Elements of the Project or any land adjacent to, across the street from, or in the vicinity of the Project, for any reasonable purpose for the benefit of the Project. Without limiting the generality of the foregoing, Declarant reserves the right (x) to utilize for any purposes specified in this section and **Section F.21** of the Declaration any of the facilities (whether common, limited common, or newly constructed) described in the prior sentence (such as, but not limited to, waterlines, sewer lines, access roadways and the like) whether located in designated easement areas or otherwise, together with the right of entry to construct, reconstruct, operate, maintain, repair and relocate such lines, facilities, and appurtenances, (y) to grant any such easements or rights of way to governmental or quasi-governmental authorities, utility or

service companies, homeowner's associations, or other entities, and (z) the right to grant, dedicate, designate, use, and enjoy easements and/or rights-of-way for access purposes (including for vehicular and pedestrian access). Declarant may, in its discretion, complete any construction of intended facilities in advance of the designation or creation and granting of the easement covering the facilities so constructed. Without limitation, Declarant shall specifically have the right to grant an easement to the owners or associations of Additional Phases and/or adjacent future development(s) for ingress and egress purposes on and over the Project Access Drive and for pedestrian access on and over the Courtyard, in each case, for the benefit of such owners, and their guests and invitees, without the consent or joinder of, and without notice to, the Association or Owners or their Mortgagees. Declarant reserves the right to collect and retain, without accounting to the Board, the Association, or any Owner, all amounts payable under any easement or under any assignment of Declarant's right under the Declaration. These reserved rights shall be exercised in a manner that will not materially impair or materially interfere with the use of any Unit. Each Owner, by purchasing a Unit, consents to any such designation, grant, conveyance, transfer, cancellation, relocation, and reservation of easements and/or rights of way as provided above without the necessity of any Owner or those claiming by, through, or under an Owner entering into any further agreement respecting such action or document; provided, however, that such Owner and those claiming by, through, or under an Owner agree to join in and execute such documents and instruments and do such other things as may be necessary or convenient to effect the same promptly at the request of Declarant without payment of additional consideration. The rights reserved to Declarant include specifically, without limitation, the right to utilize any utility service to the Project and grant the right of use of such utility service to serve adjacent and separate developments outside of the Project provided Declarant sub-meters such use and the right to use roadways in the Project to serve adjacent developments provided the Association controlling such development shares pro rata in the cost of maintenance and repair of the roadway, if applicable. The rights reserved in this section and **Section F.21** of the Declaration shall continue for a period of twenty-five (25) years following the Recordation of the Declaration.

END OF EXHIBIT O

EXHIBIT P

Section 4.2 -- Estimate of the Initial Maintenance Fees

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

The Estimated Maintenance Fee Disbursements for Hale Ka Lae at 7000 Hawaii Kai have been compiled by Hawaiiana Management Company, Ltd., a licensed property manager, assuming that all units in the Project as reflected on the Condominium Map are constructed. Although the Managing Agent makes every effort to estimate the actual cost of operation, many factors will affect the ultimate cost of operation and certain budget items may change, including, but not limited to, insurance in view of today's insurance market which is rapidly changing due to worldwide disasters having a local effect on the reinsurance market, and other third party costs. Purchaser is aware that such amounts are only estimates and may change for reasons beyond the control of Developer, and Purchaser hereby specifically accepts and approves any such changes. Purchaser is also aware that such estimates do not include Purchaser's obligation for payment of real property taxes. Purchaser understands that such estimates are not intended to be and do not constitute any representation or warranty by Developer, including, but not limited to, any representation or warranty as to the accuracy of such estimates. Purchaser understands that Developer has not independently confirmed the accuracy or content of the estimates prepared by the licensed independent Managing Agent. Further, Developer advises that costs and expenses of maintenance and operation of a condominium community are very difficult to estimate initially and even if such maintenance charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on services desired by unit owners and may increase significantly depending on the level of services eventually selected by the Association's Board of Directors. Purchaser should examine the maintenance charges schedule to see what services are included in the schedule and address these issues with its Board upon its formation.

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

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

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

CERTIFICATE

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

1. I am the President for Hawaiiana Management Company, Ltd., a Hawaii corporation, designated by the Developer of the Hale Ka Lae 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 March 2011, based on generally accepted accounting principles. Estimated maintenance charges assume that start-up fees will be collected at escrow from each buyer upon the close of sale of unit in the amount equal to at least two months maintenance fees and at least two month's in prepaid maintenance fees will be also be collected from each buyer upon the close of sale of unit.

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 16th day of March, 2011.

Name: J. MICHAEL HARTLEY
Title: PRESIDENT

Subscribed and sworn to before me
this 16th day of March, 2011.

State of Hawaii
City & County of Honolulu

Date: March 16, 2011 # of Pages: 9

Doc. Description: Certificate of Managing Agent & Estimated Annual Disbursements for: Hale Ka Lae

3/16/2011
Notary Signature
Name: Stephanie M. Angle

No. & Expiration: 10-134

My commission expires: 6/13/2014
First Circuit, State of Hawaii

STEPHANIE M. ANGLE NOTARY PUBLIC 10-134 STATE OF HAWAII

NOTARY CERTIFICATION

1474789.1
22594/8/745978.2

3-16-2011

Estimate of Maintenance Fee Disbursement

Hale Ka Lae
(242 units)

	Monthly	Annually
Utilities		
Electricity	$150,000	$1,800,000
Electricity Reimbursement	-$50,000	-$600,000
Cable, Internet and Wireless	$19,000	$228,000
Refuse	$3,500	$42,000
Recycle	$1,000	$12,000
Common Area phones	$1,300	$15,600
Water - 1 (Common Area)	$3,500	$42,000
Water - 2 (Water Features)	$300	$3,600
Water - 3 (Irrigation/Landscaping)	$3,000	$36,000
Gas - 1	$1,440	$17,280
Gas - 2	$1,440	$17,280
Gas - 3	$960	$11,520
Gas - 4 (Pool and Spa heaters)	$600	$7,200
Maintenance, Repair, Supplies for Amenity areas		
BBQ	$100	$1,200
Fire Pits	$100	$1,200
2 pools and 1 spa	$2,500	$30,000
Saunas 2	$100	$1,200
Fitness Center	$1,150	$13,800
Multi-purpose room near Theater	$200	$2,400
Golf Practice Room	$200	$2,400
The Library at Mauka Lobby	$50	$600
3 Guest units	-$7,500	-$90,000
Fresh flowers	$1,000	$12,000
Coffee and beverage service including condiments	$500	$6,000
Concierge Services	$200	$2,400
Maintenance, Repair, Supplies		
Building/Supplies/Repairs	$5,000	$60,000
Equipment Maintenance	$5,000	$60,000
Security (Purchased)	$2,000	$24,000
General Landscaping Service	$12,000	$144,000
Plant Rental	$600	$7,200
Tree Trimming	$600	$7,200
Coconut Tree Trimming	$1,350	$16,200
Elevator	$8,800	$105,600
Loading Dock	$100	$1,200
Fire Systems	$500	$6,000
Carpet and rug cleaning	$1,500	$18,000
Tile and Stone maintenance	$500	$6,000
Window washing	$6,900	$82,800
PV panel at Roof	$50	$600
Lamp replacement at lanais	$1,900	$22,800
Lamp replacement at common areas	$2,000	$24,000
Pest Control	$4,500	$54,000
Plumbing	$2,500	$30,000
Uniforms	$650	$7,800
Training	$800	$9,600
Fence/Gate	$100	$1,200
FF&E maintenance	$1,000	$12,000
Card keys and FOBs	$400	$4,800
Payroll and Benefits		
Resident Manger Salary	$10,000	$120,000

3-16-2011

Estimate of Maintenance Fee Disbursement

Hale Ka Lae
(242 units)

	Monthly	Annually
Executive Assistant Salary	$4,000	$48,000
Housing Allowance	$4,000	$48,000
Residential Specialist	$32,000	$384,000
Security (Watchpersons)	$54,000	$648,000
Maintenance Personnel	$12,000	$144,000
Housekeeping	$8,000	$96,000
Worker's Comp	$9,000	$108,000
TDI	$690	$8,280
Health Insurance	$19,500	$234,000
Payroll Taxes	$13,600	$163,200
Payroll Preparation	$400	$4,800
Holiday Bonus	$3,200	$38,400
Management Fees	$5,575	$66,900
Audit/Tax Fees	$200	$2,400
Legal Fees	$1,000	$12,000
Consulting Fees	$500	$6,000
Admin, Service/Supplies	$2,500	$30,000
Submetering Expenses	$1,900	$22,800
Meeting Expense	$1,000	$12,000
GET/Other	$500	$6,000
Condo Registration	$100	$1,200
Insurance		
Property	$20,800	$249,600
Comp. General Liability	$1,350	$16,200
Umbrella	$1,660	$19,920
Fine Arts	$400	$4,800
Directors and Officers	$145	$1,740
Bond	$40	$480
Equipment Breakdown	$500	$6,000
Business Auto	$160	$1,920
Reserves	$40,211	$482,532
TOTAL	$442,321	$5,307,852

I, J. Michael Hartley, as agent for/and/or employed by Hawaiiana Management Company, the condominium managing agent/ developer for the Hale Ka Lae Condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Signature

3/16/11
Date

3-16-2011

Estimate of Initial Maintenance Fees

Hale Ka Lae
(242 units)

Unit Type	Common Interest	Monthly Fee	Yearly Total
00	0.5662800%	$2,504.78	$30,057.30
00	0.5662800%	$2,504.78	$30,057.30
00	0.5662800%	$2,504.78	$30,057.30
1	0.3444700%	$1,523.66	$18,283.96
1	0.3444700%	$1,523.66	$18,283.96
2	0.3466000%	$1,533.08	$18,397.02
2	0.3466000%	$1,533.08	$18,397.02
3	0.3606000%	$1,595.01	$19,140.11
3	0.3606000%	$1,595.01	$19,140.11
4	0.5221600%	$2,309.62	$27,715.48
4	0.5221600%	$2,309.62	$27,715.48
4	0.5221600%	$2,309.62	$27,715.48
4	0.5221600%	$2,309.62	$27,715.48
4	0.5221600%	$2,309.62	$27,715.48
4	0.5221600%	$2,309.62	$27,715.48
4	0.5221600%	$2,309.62	$27,715.48
4	0.5221600%	$2,309.62	$27,715.48
5	0.5359200%	$2,370.49	$28,445.84
5	0.5359200%	$2,370.49	$28,445.84
5	0.5359200%	$2,370.49	$28,445.84
5	0.5359200%	$2,370.49	$28,445.84
5	0.5359200%	$2,370.49	$28,445.84
6	0.4965300%	$2,196.26	$26,355.08
6	0.4965300%	$2,196.26	$26,355.08
6	0.4965300%	$2,196.26	$26,355.08
6	0.4965300%	$2,196.26	$26,355.08
6	0.4965300%	$2,196.26	$26,355.08
6	0.4965300%	$2,196.26	$26,355.08
6	0.4965300%	$2,196.26	$26,355.08
6	0.4965300%	$2,196.26	$26,355.08
6	0.4965300%	$2,196.26	$26,355.08
7	0.4939200%	$2,184.71	$26,216.54
7	0.4939200%	$2,184.71	$26,216.54
7	0.4939200%	$2,184.71	$26,216.54
7	0.4939200%	$2,184.71	$26,216.54
7	0.4939200%	$2,184.71	$26,216.54
7	0.4939200%	$2,184.71	$26,216.54
7	0.4939200%	$2,184.71	$26,216.54
7	0.4939200%	$2,184.71	$26,216.54
7	0.4939200%	$2,184.71	$26,216.54
8	0.5771900%	$2,553.03	$30,636.39

3-16-2011

Estimate of Initial Maintenance Fees

Hale Ka Lae
(242 units)

Unit Type	Common Interest	Monthly Fee	Yearly Total
8	0.5771900%	$2,553.03	$30,636.39
8	0.5771900%	$2,553.03	$30,636.39
8	0.5771900%	$2,553.03	$30,636.39
8	0.5771900%	$2,553.03	$30,636.39
8	0.5771900%	$2,553.03	$30,636.39
9	0.5589300%	$2,472.26	$29,667.18
9	0.5589300%	$2,472.26	$29,667.18
9	0.5589300%	$2,472.26	$29,667.18
9	0.5589300%	$2,472.26	$29,667.18
9	0.5589300%	$2,472.26	$29,667.18
9	0.5589300%	$2,472.26	$29,667.18
9	0.5589300%	$2,472.26	$29,667.18
9	0.5589300%	$2,472.26	$29,667.18
10	0.6877500%	$3,042.06	$36,504.75
10	0.6877500%	$3,042.06	$36,504.75
10	0.6877500%	$3,042.06	$36,504.75
10	0.6877500%	$3,042.06	$36,504.75
10	0.6877500%	$3,042.06	$36,504.75
11	0.6858500%	$3,033.66	$36,403.90
11	0.6858500%	$3,033.66	$36,403.90
11	0.6858500%	$3,033.66	$36,403.90
11	0.6858500%	$3,033.66	$36,403.90
11	0.6858500%	$3,033.66	$36,403.90
12	0.2956000%	$1,307.50	$15,690.01
12	0.2956000%	$1,307.50	$15,690.01
12	0.2956000%	$1,307.50	$15,690.01
12	0.2956000%	$1,307.50	$15,690.01
12	0.2956000%	$1,307.50	$15,690.01
12	0.2956000%	$1,307.50	$15,690.01
12	0.2956000%	$1,307.50	$15,690.01
12	0.2956000%	$1,307.50	$15,690.01
12	0.2956000%	$1,307.50	$15,690.01
13	0.3608400%	$1,596.07	$19,152.85
13	0.3608400%	$1,596.07	$19,152.85
13	0.3608400%	$1,596.07	$19,152.85
13	0.3608400%	$1,596.07	$19,152.85
13	0.3608400%	$1,596.07	$19,152.85
13	0.3608400%	$1,596.07	$19,152.85
13	0.3608400%	$1,596.07	$19,152.85
13	0.3608400%	$1,596.07	$19,152.85
14	0.3439900%	$1,521.54	$18,258.48

Estimate of Initial Maintenance Fees

Unit Type	Common Interest	Monthly Fee	Yearly Total
14	0.3439900%	$1,521.54	$18,258.48
14	0.3439900%	$1,521.54	$18,258.48
14	0.3439900%	$1,521.54	$18,258.48
14	0.3439900%	$1,521.54	$18,258.48
14	0.3439900%	$1,521.54	$18,258.48
14	0.3439900%	$1,521.54	$18,258.48
14	0.3439900%	$1,521.54	$18,258.48
14	0.3439900%	$1,521.54	$18,258.48
15	0.4946400%	$2,187.90	$26,254.76
15	0.4946400%	$2,187.90	$26,254.76
15	0.4946400%	$2,187.90	$26,254.76
15	0.4946400%	$2,187.90	$26,254.76
15	0.4946400%	$2,187.90	$26,254.76
15	0.4946400%	$2,187.90	$26,254.76
15	0.4946400%	$2,187.90	$26,254.76
15	0.4946400%	$2,187.90	$26,254.76
16	0.4915500%	$2,174.23	$26,090.75
16	0.4915500%	$2,174.23	$26,090.75
16	0.4915500%	$2,174.23	$26,090.75
16	0.4915500%	$2,174.23	$26,090.75
16	0.4915500%	$2,174.23	$26,090.75
16	0.4915500%	$2,174.23	$26,090.75
16	0.4915500%	$2,174.23	$26,090.75
16	0.4915500%	$2,174.23	$26,090.75
17	0.3705600%	$1,639.06	$19,668.78
17	0.3705600%	$1,639.06	$19,668.78
17	0.3705600%	$1,639.06	$19,668.78
17	0.3705600%	$1,639.06	$19,668.78
17	0.3705600%	$1,639.06	$19,668.78
17	0.3705600%	$1,639.06	$19,668.78
17	0.3705600%	$1,639.06	$19,668.78
17	0.3705600%	$1,639.06	$19,668.78
18	0.3651100%	$1,614.96	$19,379.50
18	0.3651100%	$1,614.96	$19,379.50
18	0.3651100%	$1,614.96	$19,379.50
18	0.3651100%	$1,614.96	$19,379.50
18	0.3651100%	$1,614.96	$19,379.50
18	0.3651100%	$1,614.96	$19,379.50
18	0.3651100%	$1,614.96	$19,379.50
18	0.3651100%	$1,614.96	$19,379.50
20	0.3651100%	$1,614.96	$19,379.50

3-16-2011

Estimate of Initial Maintenance Fees

Hale Ka Lae
(242 units)

Unit Type	Common Interest	Monthly Fee	Yearly Total
20	0.3651100%	$1,614.96	$19,379.50
20	0.3651100%	$1,614.96	$19,379.50
20	0.3651100%	$1,614.96	$19,379.50
20	0.3651100%	$1,614.96	$19,379.50
20	0.3651100%	$1,614.96	$19,379.50
20	0.3651100%	$1,614.96	$19,379.50
20	0.3651100%	$1,614.96	$19,379.50
21	0.2329700%	$1,030.48	$12,365.70
21	0.2329700%	$1,030.48	$12,365.70
21	0.2329700%	$1,030.48	$12,365.70
21	0.2329700%	$1,030.48	$12,365.70
21	0.2329700%	$1,030.48	$12,365.70
21	0.2329700%	$1,030.48	$12,365.70
21	0.2329700%	$1,030.48	$12,365.70
21	0.2329700%	$1,030.48	$12,365.70
22	0.3380600%	$1,495.31	$17,943.72
22	0.3380600%	$1,495.31	$17,943.72
22	0.3380600%	$1,495.31	$17,943.72
22	0.3380600%	$1,495.31	$17,943.72
22	0.3380600%	$1,495.31	$17,943.72
22	0.3380600%	$1,495.31	$17,943.72
22	0.3380600%	$1,495.31	$17,943.72
22	0.3380600%	$1,495.31	$17,943.72
23	0.2386600%	$1,055.64	$12,667.72
23	0.2386600%	$1,055.64	$12,667.72
23	0.2386600%	$1,055.64	$12,667.72
23	0.2386600%	$1,055.64	$12,667.72
23	0.2386600%	$1,055.64	$12,667.72
23	0.2386600%	$1,055.64	$12,667.72
23	0.2386600%	$1,055.64	$12,667.72
23	0.2386600%	$1,055.64	$12,667.72
24	0.3402000%	$1,504.78	$18,057.31
24	0.3402000%	$1,504.78	$18,057.31
24	0.3402000%	$1,504.78	$18,057.31
24	0.3402000%	$1,504.78	$18,057.31
24	0.3402000%	$1,504.78	$18,057.31
24	0.3402000%	$1,504.78	$18,057.31
24	0.3402000%	$1,504.78	$18,057.31
24	0.3402000%	$1,504.78	$18,057.31
25	0.3700900%	$1,636.99	$19,643.83
25	0.3700900%	$1,636.99	$19,643.83

3-16-2011

Estimate of Initial Maintenance Fees

Hale Ka Lae
(242 units)

Unit Type	Common Interest	Monthly Fee	Yearly Total
25	0.3700900%	$1,636.99	$19,643.83
25	0.3700900%	$1,636.99	$19,643.83
25	0.3700900%	$1,636.99	$19,643.83
25	0.3700900%	$1,636.99	$19,643.83
25	0.3700900%	$1,636.99	$19,643.83
25	0.3700900%	$1,636.99	$19,643.83
26	0.4061500%	$1,796.49	$21,557.84
26	0.4061500%	$1,796.49	$21,557.84
26	0.4061500%	$1,796.49	$21,557.84
26	0.4061500%	$1,796.49	$21,557.84
26	0.4061500%	$1,796.49	$21,557.84
26	0.4061500%	$1,796.49	$21,557.84
26	0.4061500%	$1,796.49	$21,557.84
26	0.4061500%	$1,796.49	$21,557.84
27	0.3689000%	$1,631.72	$19,580.67
27	0.3689000%	$1,631.72	$19,580.67
27	0.3689000%	$1,631.72	$19,580.67
27	0.3689000%	$1,631.72	$19,580.67
27	0.3689000%	$1,631.72	$19,580.67
27	0.3689000%	$1,631.72	$19,580.67
27	0.3689000%	$1,631.72	$19,580.67
28	0.2491000%	$1,101.82	$13,221.86
28	0.2491000%	$1,101.82	$13,221.86
28	0.2491000%	$1,101.82	$13,221.86
28	0.2491000%	$1,101.82	$13,221.86
29	0.3667700%	$1,622.30	$19,467.61
29	0.3667700%	$1,622.30	$19,467.61
29	0.3667700%	$1,622.30	$19,467.61
29	0.3667700%	$1,622.30	$19,467.61
29	0.3667700%	$1,622.30	$19,467.61
29	0.3667700%	$1,622.30	$19,467.61
29	0.3667700%	$1,622.30	$19,467.61
29	0.3667700%	$1,622.30	$19,467.61
30	0.3247800%	$1,436.57	$17,238.84
30	0.3247800%	$1,436.57	$17,238.84
30	0.3247800%	$1,436.57	$17,238.84
31	0.3681900%	$1,628.58	$19,542.98
31	0.3681900%	$1,628.58	$19,542.98
31	0.3681900%	$1,628.58	$19,542.98
31	0.3681900%	$1,628.58	$19,542.98
31	0.3681900%	$1,628.58	$19,542.98

3-16-2011

Estimate of Initial Maintenance Fees

Hale Ka Lae
(242 units)

Unit Type	Common Interest	Monthly Fee	Yearly Total
31	0.3681900%	$1,628.58	$19,542.98
31	0.3681900%	$1,628.58	$19,542.98
31	0.3681900%	$1,628.58	$19,542.98
33	0.2441200%	$1,079.79	$12,957.53
33	0.2441200%	$1,079.79	$12,957.53
33	0.2441200%	$1,079.79	$12,957.53
33	0.2441200%	$1,079.79	$12,957.53
35	0.3247800%	$1,436.57	$17,238.84
35	0.3247800%	$1,436.57	$17,238.84
35	0.3247800%	$1,436.57	$17,238.84
36	0.9738500%	$4,307.54	$51,690.52
37	0.4058200%	$1,795.03	$21,540.32
41	0.3591700%	$1,588.68	$19,064.21
41	0.3591700%	$1,588.68	$19,064.21
41	0.3591700%	$1,588.68	$19,064.21
41	0.3591700%	$1,588.68	$19,064.21
42	0.3653400%	$1,615.98	$19,391.71
42	0.3653400%	$1,615.98	$19,391.71
42	0.3653400%	$1,615.98	$19,391.71
42	0.3653400%	$1,615.98	$19,391.71
43	0.3757800%	$1,662.15	$19,945.85
43	0.3757800%	$1,662.15	$19,945.85
43	0.3757800%	$1,662.15	$19,945.85
43	0.3757800%	$1,662.15	$19,945.85
44	0.3852700%	$1,704.13	$20,449.56
44	0.3852700%	$1,704.13	$20,449.56
51	0.5397100%	$2,387.25	$28,647.01
51	0.5397100%	$2,387.25	$28,647.01
51	0.5397100%	$2,387.25	$28,647.01
52	0.5432700%	$2,403.00	$28,835.97
52	0.5432700%	$2,403.00	$28,835.97
52	0.5432700%	$2,403.00	$28,835.97
52	0.5432700%	$2,403.00	$28,835.97
53	0.5373400%	$2,376.77	$28,521.21
53	0.5373400%	$2,376.77	$28,521.21
53	0.5373400%	$2,376.77	$28,521.21
53	0.5373400%	$2,376.77	$28,521.21
TOTAL	100.0000000%	$442,321.00	$5,307,852.00

EXHIBIT Q

Section 5.1 -- Summary of Pertinent Provisions of Sales Contract

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

There are two (2) specimen Sales Contracts ("**Purchase Agreement**" or "**Sales Contract**"), in order to comply with two (2) discrete exemptions from federal Department of Housing and Urban Development, Interstate Land Sales Registration program, as described in Code of Federal Regulations (C.F.R.) sections 1710.5 and 1710.6. One Sales Contract applies to the first ninety-nine (99) units sold, while the second Sales Contract applies to all units subsequently sold. The principal substantive distinctions between the two contracts are that (i) in the event of a default by Developer prior to the close of escrow under the first Sales Contract, Purchaser's sole remedy shall be the right to terminate the Sales Contract and recover Purchaser's deposit and any interest earned thereon at the rate of five percent (5%) per annum (i.e., Purchaser expressly waives any right to specific performance of the Sales Contract) and (ii) the second Sales Contract requires the Developer to complete construction of the Units within two (2) years of the Purchaser signing the Sales Contract.

Both Sales Contracts contain, among other things, the following terms and conditions (which may be modified or otherwise limited by provisions which are not summarized herein below):

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

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

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

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

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

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

(g) That, Purchaser's obligations under the Sales Contract are <u>not</u> contingent or conditioned on Purchaser's ability to secure financing from a mortgage lender or on Purchaser's ability to sell

Purchaser's current residence or any other property or assets and Purchaser's deposit will not be refundable to Purchaser in the event Purchaser fails to close the purchase.

(i) That Purchaser may purchase upgrades, including modifications or additions to, or upgrades of, the standard fixtures, appliances and/or layout of the Unit to be made by Developer, pursuant to an option addendum attached to the Sales Contract upon Purchaser's execution of the Sales Contract. Purchaser must make nonrefundable deposits for the upgrades as required by Developer.

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

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

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

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

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

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

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

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

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

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

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

END OF EXHIBIT Q

EXHIBIT R

Section 5.1 -- Summary of Pertinent Provisions of Escrow Agreement

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

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

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

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

(c) Except under certain circumstances as set forth in the Sales Contract, all deposits toward the purchase price shall be the property of Developer.

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

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

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

2. Escrow will put all of the money it gets from Purchaser in one or more special accounts (the "trust fund"). The trust fund will be deposited only at a depository designated by Developer or in banks or savings and loan institutions in Hawaii that are insured by the federal government as directed by Developer. The place, or places, where the trust fund is set up will be chosen by Escrow, unless otherwise selected or directed by Developer. Unless any of the Sales Contracts show different instructions, Developer will get all of the interest earned on the trust fund. Escrow will deposit the payments it gets from Purchaser into the trust fund one or more times each week, so that the funds may earn the maximum interest.

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

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

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

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

5. Escrow will notify Developer and Purchaser promptly if Purchaser fails to make a payment or is otherwise in default under the Sales Contract (to the knowledge of Escrow). Developer will notify Escrow in writing if a Purchaser has defaulted or not done something that Purchaser promised to do in the Sales Contract. Developer will tell Escrow in the same letter that, because Purchaser has defaulted, Developer is cancelling the Sales Contract and will give Escrow a copy of the letter that Developer delivered in person or sent by registered or certified mail to Purchaser, telling Purchaser of the default and cancellation. Developer will also give Escrow a copy of a receipt signed by Purchaser or the registered or certified mail return receipt. Escrow will then send a letter to Purchaser by registered or certified mail, informing Purchaser that Developer has cancelled the Sales Contract because of the default. Escrow will wait for fifteen (15) business days after the date which shows on the return receipt as the date when Purchaser got Escrow's letter or the date which shows the last time that the post office tried to deliver the letter. If Escrow does not hear from Purchaser during that time, Escrow may deduct its cancellation fee from Purchaser's funds and treat Purchaser's funds which are left as belonging to Developer. If Purchaser tells Escrow that Purchaser has not defaulted or tells Escrow not to do anything with Purchaser's funds, then Escrow may proceed in accordance with Section 5.2 of the Escrow Agreement (to interplead funds) or deliver the funds to Developer.

6. Escrow will set the time (in accordance with Sales Contract and Developer's interest to pre-close) for taking in all money from each Purchaser and for the signing of all of the documents that each Purchaser must sign to complete the purchase, except for the mortgage documents, which may be signed at the lender's place of business. The conveyance tax certificates, preliminary closing statements, escrow instructions and final closing statements will be prepared by Escrow, and Escrow will do all of the escrow acts required under the Escrow Agreement or any other written agreements between Developer, Purchaser and Escrow. Escrow will give Purchaser and Developer copies of HARPTA and FIRPTA forms, or provide the online link to obtain copies of those forms, with a recommendation that the parties seek appropriate counsel to complete the forms. Escrow will coordinate with Purchaser's lender, the title companies and all others who are a part of the purchase so that closing will occur at a suitable time. Escrow agrees to close all of the sales at the same time or individually from time to time, as directed by

Developer. "Closing" is complete when all necessary conveyance and financing documents to complete a purchase are recorded in the appropriate Hawaii recording office. After all documents have been signed, Escrow will close on the closing date as agreed to in the Sales Contract only if:

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

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

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

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

END OF EXHIBIT R

EXHIBIT S

Section 5.2 -- Sales to Owner Occupants

See attached.

HALE KA LAE AT 7000 HAWAII KAI DRIVE
AFFIDAVIT OF INTENT TO PURCHASE AND RESIDE IN AN OWNER-OCCUPANT DESIGNATED CONDOMINIUM UNIT

[X] Chronological System [ ] Lottery System

We, the undersigned "owner-occupants", on this _____ day of _____, 20____, do hereby declare that it is our intention to purchase and reside in a designated condominium residence designated for an "owner-occupant" in Hale Ka Lae at 7000 Hawaii Kai Drive condominium project proposed by Hale Ka Lae, LLC, a Hawaii limited liability company ("Developer").

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

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

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

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

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

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

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

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

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

8. We shall not sell or offer to sell, lease or offer to lease, rent or offer to rent, assign or offer to assign, convey or otherwise transfer any interest in the designated residential unit until at least 365 consecutive days have elapsed since the recordation of the instrument conveying title to the designated residential unit to us. Furthermore, we understand that we have the burden of proving our compliance with the law. We affirm that we will notify the Real Estate Commission immediately upon any decision to cease being an owner occupant.

9. We understand that it is the affirmative duty of any developer, employee or agent of a developer, and real estate licensee, to report immediately to the Real Estate Commission any person who violates or attempts to violate the Owner-Occupant Law. No developer, employee or agent of a developer, or real estate licensee shall violate or aid any person in violating the Owner-Occupant Law.

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

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

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

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

1) _____
Buyer's signature Print Name Date

2) _____
Buyer's signature Print Name Date

3) _____
Buyer's signature Print Name Date

4) _____
Buyer's signature Print Name Date

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

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

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

Date of Doc: _____	# Pages: _____
Name of Notary: _____	Notes: _____
Doc. Description: _____	
_____	(stamp or seal)
_____	
_____	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT T

Section 5.3 -- Blanket Liens

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

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage Liens	Purchaser's interest in the property may be subordinated to the mortgage loans that the Developer has and/or intends to obtain. If such mortgage loans are obtained, Purchaser's interest in the Unit and under Purchaser's purchase agreement will be extinguished in the event of a foreclosure. Unless and until the purchase agreement between Developer and Purchaser becomes binding as described, among other places, in Section 5.8.1 of this report, Purchaser's deposits shall be refundable to Purchaser upon a default by Developer or foreclosure under any mortgage loans. From and after the date the purchase agreement between Developer and Purchaser becomes binding, Purchaser's deposits shall, upon a default by Developer or foreclosure under any mortgage loans obtained by the Developer and at the election of the mortgage lender(s), be non-refundable to Purchaser so long as such mortgage lender(s) elects to perform under the Purchase Agreement. Any blanket lien obtained must be released before the Developer conveys the unit to a Purchaser.

END OF EXHIBIT T

EXHIBIT U

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

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

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

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

3. Disclaimer of Representations Regarding Development Plans. Notwithstanding anything to the contrary in the Declaration, Declarant makes no warranties or representations whatsoever that any development plans reflected by any maps or sales literature for the development of the Project can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be subjected to the Declaration, or that any such land (whether or not it has been subjected to the Declaration) is or will be committed to or developed for a particular (or any) use, or that if such land is once used for a particular use, such use will continue in effect. Nothing in the Declaration shall be construed to prevent Declarant from modifying its intentions or plans for the Property or any portion thereof as it relates to property owned by Declarant, or from developing, dedicating or conveying portions of the Property, including roadways, for other uses. Any and all subdivision maps for the Project, and any and all general plan maps or development plans or depictions of proposed improvements to areas surrounding the Property are intended to show only the layout, location, and dimensions of the Lots and are not intended to be and do not constitute any representation or warranty by Declarant. No warranty or representation whatsoever is being made that any of those depictions or any other plans presently envisioned for the development of the properties adjacent to, surrounding, or in the vicinity of Project can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be subjected to the Declaration, or that any such land (whether or not it has been subjected to the

Declaration) is or will be committed to or developed for a particular (or any) use or developed in accord with any particular phasing plan or timetable or that if such land is once used for a particular use, such use will continue in effect.

4. Square Footage Calculation. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Additionally, as a result of field construction, other permitted changes to the Unit, and settling and shifting of Improvements, actual square footage of the Unit may also be affected. By accepting title to the Unit, the applicable Unit Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this section and **Section V.4** of the Declaration, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Unit Owner shall be deemed to have fully waived and released any warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of Units.

5. Security. The Association, Developer, and the Managing Agent each have the right, but not the duty, to take steps designed to make the Project safer than it otherwise might be. The Association, Developer, the Managing Agent, and each of their representatives, are not in any way to be considered insurers or guarantors of safety or security within the Project, nor can any of them be held liable for any loss or damage by reason of failure to provide adequate or effective safety or security measures. Neither the Association nor Developer nor the Managing Agent make any representation or warranty that any fire protection, burglar alarm, or other safety or security system or measures, including anything intended to limit access to the Project (e.g., security cameras in the Parking Garage, elevators and other public areas): (i) will be effective in all cases and cannot be compromised or circumvented; (ii) will prevent all losses; (iii) will limit access to the Project; or (iv) will provide the detection or protection which it is designed or intended to provide. Each Owner and every other interested person acknowledges, understands, and agrees that the Association, Developer and the Managing Agent are not insurers and that each person using the Project assumes all risks of personal injury, death, or loss or damage to Project property resulting from the acts of third parties. Each Owner and every other interested person acknowledges, understands, and agrees that access to each floor where the Units are located may not be restricted solely to Owners and Invitees of such Units, and hallways serving a Unit located on a particular floor may be used as a passageway to various locations in the Project.

6. Presale Contingency. The Developer's obligation to close under the sales contract is expressly contingent upon Developer procuring purchase agreements to sell at least ninety-seven (97) Units as required by Developer's lender(s). In the event the above pre-sale requirements are not met by March 31, 2012 (the "Presale Contingency Deadline"), Developer shall have the right to terminate the sales contract by giving written notice to Purchaser and Developer shall refund all Deposits paid pursuant to the sales contract. Purchaser acknowledges and agrees that Developer's presale contingency runs solely in favor of Developer and does not benefit Purchaser in any respect. Accordingly, Developer shall have the absolute right, in its sole discretion, to, among other things, extend the Presale Contingency Deadline without Purchaser's consent or waive this provision at any time and for any reason.

7. Sale Contingent on Securing Permits. Developer intends to seek and must obtain one or more Conditional Use Permit(s) (Minor), Zoning Adjustment(s), Special District (Major) Permit(s), and project improvement building permits (the "Permits") in order to proceed with the construction of the Project as contemplated by the Condominium Map. Developer's obligation to close under the sales contract is expressly contingent upon Developer procuring the Permits (the "Permit Contingency"). In the event the foregoing Permit Contingency is not satisfied by December 31,

2011, Developer shall have the right to terminate the sales contract by giving written notice to Purchaser and Developer shall refund all Deposits paid under the sales contract.

8. CONSTRUCTION CLAIMS. CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR UNIT OR FACILITY. NINETY (90) CALENDAR DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

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

10. Use of Additional Project Brokers to Sell Units in Other Jurisdictions. To the extent Developer offers Units for sale in other jurisdictions, Developer may engage additional project brokers licensed in those jurisdictions to sell Units. In such event, Developer will be required to comply with the applicable laws of such other jurisdictions in connection with the sale of Units.

11. Community Wide Maintenance Association and Declaration (Private Road and Drain System; Master Water Meter and Submeter). The Project is benefited by the Private Road shown on the Condominium Map and the Drainage Facility System (defined as the "Common Road and "Drain System" in the Amended and Restated Cost Sharing Agreement described in Exhibit A to the Declaration). The Private Road and the Drainage Facility System are subject to the Maintenance Declaration. The Maintenance Declaration provides that the "Maintenance Association" shall serve as the governing body for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Maintenance Property, which includes the Private Road and Drainage Facility System. The organization and operation of the Maintenance

Association is controlled by the Maintenance Declaration and the articles and bylaws of the Kaluanui Maintenance Association. The Association shall be a member of the Maintenance Association, and shall be represented by a single voting representative, elected by the Association's Board of Directors. The Association's voting representative shall be entitled to cast a single vote on behalf of the Association, with a voting unit weight equal to 23.57% of the total votes (e.g. the voting units attributable to the Project is its proportionate share of the common expenses of the Maintenance Association). Each voting representative's vote shall be binding on the individual Owners represented by the voting representative. In addition to the foregoing, the Project is currently and may in the future be served by a submeter to a "master" water meter, which "master" water meter serves this Project and surrounding communities that are subject to the Maintenance Declaration described above. The Maintenance Association has a right to monitor the water usage for the Project from this system by reading the submeter. To the extent the Project's water service or any portion thereof is secured via the submeter system, the Association will be billed for its actual water usage and associated municipal sewer fees, if any, by the Maintenance Association. The charges levied by the Maintenance Association (for the Private Road and Drain System or water usage charge) shall be included in the common area maintenance expenses for the Project. Notwithstanding the foregoing, Developer may secure alternate or supplementary water service to be delivered via transmission facilities to be incorporated into the Project Access Drive. An election by members of the Association not to utilize the Private Road for access to the Project shall not relieve the Association of its responsibility to share in the common expenses of the Maintenance Association.

12. Sale of Fractional Interests. Pursuant to Developer's reserved right at Exhibit O.6 of this Report and Section S.6 of the Declaration, certain Units in the Project may be sold subject to a fractionalized interest program. A fractionalized interest program is similar to a timeshare program, except that the length of time an owner is allowed to use the unit during a particular period is greater, and fractionalized interest programs are not currently regulated by the State of Hawaii. However, at this time, Developer has not identified which Units, if any, will be subject to such a fractionalized interest program.

The creation and sale of fractionalized interests in a Unit and the management and operation of fractionalized interests pursuant to a use agreement are not directly regulated by any government entity like some other uses, for example time share or transient vacation rentals. As such, private contract agreements and rights determine the outcome of any claims and disputes.

At such time a purchaser is considering purchasing a fractionalized interest (a "Fractional Interest Purchaser"), such Fractional Interest Purchaser is advised to carefully read the documents and materials provided to such Fractional Interest Purchaser by Developer, and to have them reviewed and explained to such Fractional Interest Purchaser by an attorney. The relationship among the fractional owners within a Unit, as well as the relationship of those owners to Project Owners and the Association can be complicated. The actions of the other fractional owners in Fractional Interest Purchaser's Unit may affect such Fractional Interest Purchaser's own interests and right in the Unit and such Fractional Interest Purchaser should carefully review the documents governing the fractionalized interest program regarding such Fractional Interest Purchaser's rights and liabilities.

The following is a partial listing of some issues to consider and on which a Fractional Interest Purchaser should seek advice: (a) how are fractional owner disputes resolved? (b) how is the relationship to the Association governed (for example, who can vote on behalf of the Unit? Who can attend meetings? Who can run for the Board Directors?); (c) is there a sub-association to govern the fractionalized Unit? (d) what happens if a fractional co-owner defaults in a payment or causes damage to the Unit or the Project? (e) are there restrictions on Fractional Interest Purchaser's ability to sell, encumber, lease, or rent such Fractional Interest Purchaser's interest? (f) who maintains and cleans the Unit?

By no means are these the only issues related to fractionalized interest programs. Again, a Fractional Interest Purchaser should seek appropriate advice and counsel before such Fractional Interest Purchaser elects to purchase a fractionalized interest (if any).

If, on the other hand, a Purchaser is considering purchasing a Unit in the Project, Purchaser should be aware that there may be Units in the Project (although Developer has not at this time identified such Units) that may be subject to fractionalized ownership. This means that different groups or individuals may be using and living in one Unit for relatively short periods of time. Unlike timeshare and transient vacation rental projects, which are regulated by government agencies, fractionalized interest programs are not currently regulated.

In issuing an effective date for this Developer's Public Report, the Commission does not approve or disapprove the sale of fractionalized interest units, nor does it represent the Commission's judgment of the value or merits of the units as fractionalized interests. Fractionalized interest programs are not regulated by the Commission.

END OF EXHIBIT U

EXHIBIT V

Amended and Restated Maintenance Declaration

See attached.

R-498 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JAN 26, 2004 08:01 AM
Doc No(s) 2004-015823

/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

34 1/1 Z2

Return by Mail [X] Pickup [ ]

Case Bigelow & Lombardi
737 Bishop Street, Suite 2600
Honolulu, Hawaii 96813-3283

TG ACCOM A-337117P

Total Pages: 34

Tax Map Key No.:

AMENDED AND RESTATED MAINTENANCE DECLARATION

THIS AMENDED AND RESTATED MAINTENANCE DECLARATION (this "Maintenance Declaration") is made as of January 5, 2004, by **D.R. Horton - Schuler Homes, LLC. dba Schuler Homes**, a Delaware limited liability company, whose address is 828 Fort Street Mall, 4th Floor, Honolulu, Hawaii 96813 ("Schuler Homes"), as successor in interest to Keaku, LLC, a Hawaii limited liability company ("Keaku") pursuant to that certain Assignment and Assumption of Maintenance Declaration dated March 5, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-039413; and as successor in interest to Hawaii Kai Eldercare, LLC, a Hawaii limited liability company ("HKE"), pursuant to that certain Commissioner's Quitclaim Deed dated September 27, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-171814; **Hawaii Intergenerational Community Development Association**, a Hawaii corporation, whose principal place of business and post office address is 1154 Fort Street Mall. Suite 300, Honolulu, Hawaii, herein "HICDA"; **21st Century Homes, Inc.**, a Hawaii corporation, whose principal place of business and post office address is 1001 Bishop Street, Suite 1400, Honolulu, Hawaii, 96813, herein "TCH", and **Western Pacific Development**, a Hawaii limited liability company, whose principal place of business and post office address is 1001 Bishop Street, Pauahi Tower, Suite 1250, Honolulu, Hawaii 96813 ("WPD"), and amends and restates in its entirety that certain Maintenance Declaration dated December 19, 2000, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2000-177629, by and between HKE, Keaku, HICDA, TCH, and Investment Partners, Inc., a Hawaii corporation.

The parties hereto (collectively, the "Developers" and individually a "Developer") are the owners of certain parcels of real property located in Hawaii Kai, Honolulu, State of Hawaii,

described in attached Exhibits "A" through "F", inclusive (the "Property"). The Property is benefited by Common Road and Drain System as provided and described in that certain Amended and Restated Cost Sharing Agreement dated December 19, 2000, entered into by and between HKE and Keaku, as amended, and a master water meter installed at Hawaii Kai Drive as well as a waterline system feeding sub-meters for each Project (collectively the Common Road and Improvements installed thereunder, Drain System, master water meter, waterline serving the Project sub-meters, are referred to as the "Maintenance Property", as defined in Schedule 1 attached hereto and made a part hereof). The Developers intend by this Declaration to provide for the administration, maintenance, preservation, use, regulation, reconstruction, renovation or removal of the Maintenance Property.

ARTICLE 1. Definitions. Defined terms appear throughout this Declaration with the initial letter of each such term capitalized and each such term shall have that definition given it at its place of definition. Certain defined terms also appear in Schedule 1 to this Declaration.

ARTICLE 2. Statement of Purpose and Imposition of Covenants. Developers hereby declare that all of the real property comprising or constituting the Property and the Maintenance Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to and in accordance with this Declaration; provided, however, that any property dedicated to the public or a governmental entity for public purposes shall not be subject to this Declaration while owned by the public or the governmental entity, even though restrictions imposed in this Declaration upon the Owners and Occupants concerning the use and maintenance of the public areas shall at all times apply to the Owners and Occupants. This Declaration is declared and agreed to be in furtherance of a general plan for (a) the improvement, sale and ownership of the Property and (b) the maintenance of the Maintenance Property and is established for the purpose of enhancing and preserving the value, desirability and attractiveness of each Project. All provisions of this Declaration shall run with the Property, the Maintenance Property and every part thereof for all purposes and, as and to the extent provided in this Declaration, shall be binding upon and inure to the benefit of Developers and all other Persons now or hereafter having any right, title or interest in the Property, the Maintenance Property, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 3. Property Rights

Section 3.1 Owners' Right of Use and Enjoyment. Every Owner shall have a nonexclusive easement for use and enjoyment in and to the Maintenance Property, subject to the provisions of this Declaration.

Section 3.2 Delegation of Use. No Owner may delegate that Owner's right of use and enjoyment of the Maintenance Property to any Person, except to the members of that Owner's immediate family, to Occupants of that Owner's Parcel or Residential Unit, or to that Owner's guests, in each case as may be permitted by the Association Rules, if any.

Section 3.3 Waiver of Use. No Owner shall be exempt from personal liability for Assessments nor shall any Unit be released from the liens, charges and other provisions of this Declaration, the Articles, Bylaws, or Association Rules, (i) by voluntary waiver or suspension or restriction of, the Owner's right to the use and enjoyment of the Maintenance Property, or (ii) by the abandonment of the Owner's Residential Unit, or (iii) because such Owner's Parcel or Residential Unit does not drain into and is not otherwise connected to or use the Drain System.

Section 3.4 Indemnification for Use of Maintenance Property. To the fullest extent permitted by law, each Owner and Occupant, shall indemnify and hold harmless the Developers and the Maintenance Association and its Members from any liability, claims or expenses, including attorneys' fees, arising from or relating to property damage or personal injury resulting in any manner from the use and/or enjoyment by a Project Association or an Owner or Occupant, and their respective employees, agents, contractors, invitees and guests, of any portion of the Maintenance Property.

ARTICLE 4. Reserved

ARTICLE 5. Maintenance Association

Section 5.1 Purpose of Maintenance Association. The Maintenance Association may be incorporated as a non-profit corporation and shall serve as the governing body for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Maintenance Property and other matters as provided in this Declaration, the Articles, Bylaws, and Association Rules. The Maintenance Association shall not be deemed to be conducting business of any kind, and all funds received by the Maintenance Association shall be held and applied by it for the benefit of the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws.

Section 5.2 Membership in Maintenance Association. Notwithstanding any provision contained herein to the contrary, membership in the Maintenance Association shall consist solely of the Associations established for each Project governed by this Declaration, or, in the event the Developer of a Parcel elects not to establish an Association to govern and administer the affairs of that particular Project, the Owners of that Parcel shall nevertheless elect a single Voting Representative who shall represent such Owners in matters involving the Maintenance Association and the Maintenance Property.

Section 5.3 Voting Representatives. Each Member shall be represented on the Maintenance Association by a single Voting Representative, as elected by each Association pursuant to that Association's bylaws or as chosen by the Owners of a Parcel, if no Association exists for that Parcel. Each Voting Representative shall be entitled to cast a single vote on behalf of their respective Associations or Unit Owners; provided, however that the vote of each Voting Representative shall carry with it only the Voting Units attributable to the Voting Representative's Project. For example, the vote of the Voting Representative for Lot 1-A shall count as 24.41% of the aggregate votes with respect to any Maintenance Association matter. Each Voting Representative's vote shall be binding on the Individual Owners represented by the Voting Representative.

Section 5.4 Articles, Bylaws, Rules. In addition to the rights and powers of the Maintenance Association set forth in this Declaration, the Maintenance Association and its Members shall have such rights, powers and duties as are set forth in any Articles and Bylaws and Association Rules not inconsistent with law or this Declaration that may be adopted by the Members.

Section 5.5 Administration. The administration of the Maintenance Association shall be governed by its Members acting through the Voting Representatives (sometimes the "Board"). The Board may, by resolution, delegate portions of its authority to an executive committee or to other committees or to agents and employees of the Maintenance Association.

Section 5.6 Duties and Obligations of the Maintenance Association. Without limitation of other provisions in this Declaration, the Maintenance Association shall have the duty and obligation, subject to and in accordance with this Declaration, to maintain, repair, restore when required and keep passable the Common Road and Improvements installed thereunder and, to the extent not dedicated to the City, the Drain System. The Maintenance Association shall also have the obligation to read the master water meter and each sub-meter installed by the Developers, and allocate water usage charges based on the sub-meter readings for each individually served Project, as provided in Section 8.3(b).

Section 5.7 Powers and Authority of the Maintenance Association. The Maintenance Association shall have all of the powers set forth elsewhere in this Declaration and shall have the power to do any and all lawful things that may be authorized, required or permitted to be done under and by virtue of this Declaration and to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers of the Maintenance Association for the peace, health, comfort, safety and/or general welfare of the Owners and Members, including without limitation, the right (i) to bring legal action, (ii) to grant licenses, easements and rights-of-way upon, across or under the Common Road for any public or private utility purposes, (iii) to contract with others for performance of Maintenance Association's duties, including the Developers, (iv) to levy, impose, bill for, sue for, collect, administer and disburse assessments to permit the performance of its duties secured by the Assessment Lien, (v) with the concurrence of the Developers, to create a legally subdivided lot of the Common Road and thereafter, upon such subdivision, dedicate the Common Road to the City and County of Honolulu, the State of Hawaii, and (vi) to exercise any right or privilege reasonably required to effectuate the purposes of this Declaration.

Section 5.8 Implementation. In providing for the maintenance, management and repair of the Common Areas pursuant to Articles 8 and 11 and assessment of Project members or Project Associations, the Maintenance Association may, subject to any applicable provisions of this Declaration perform all such acts which the Board deems necessary or appropriate to preserve and protect the Maintenance Property; provided, the Board shall cause the Maintenance Association to contract with the Project Association formed in respect of Parcel 1-A, as and when it is formed, for the performance of the maintenance and other obligations of the Maintenance Association contained in Articles 7 (to the extent determined appropriate by the Board), 8 and 11 or otherwise set out in this Declaration, including without limitation, the right to purchase insurance in respect of the Common Area and the obligation and right to assess and collect such assessments attributable thereto.

Section 5.9 Indemnification. To the fullest extent permitted by law, the Voting Representative and Developers (to the extent a claim may be brought against any of them by reason of their appointment, removal or control over members of the Board) shall be indemnified by the Maintenance Association against all expenses and liabilities, including without limitation reasonable attorneys' fees, incurred by or imposed in connection with any proceeding to which he is named as a party or in which he may become involved by reason of his being or having served in such capacity on behalf of the Maintenance Association.

Section 5.10 Non-Liability of Officials. To the fullest extent permitted by law, the Developers, the Voting Representatives or any Maintenance Association committee or any director, officer or committee member shall not be liable to any Owner, Occupant or any other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of drawings or specifications (whether or not defective), course of action, act, inaction, omission, error, or negligence that is made that they reasonably believed to be within the scope of its duty or authority.

Section 5.11 Litigation. No legal, judicial or administrative proceeding shall be commenced or prosecuted by the Maintenance Association unless approved by at least 75% of the Voting Units assigned to the Property. This Section 5.11 shall not apply, however, to: (i) actions brought by the Maintenance Association to enforce the provisions of this Declaration, the Bylaws, or the Association Rules (including without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges to ad valorem taxation; (iv) counterclaims brought by the Maintenance Association in proceedings instituted against it; or (v) other actions in which proceedings have been brought against the Maintenance Association.

ARTICLE 6. Developer Control. Notwithstanding anything in this Declaration to the contrary, until the Final Transition Date, Developers shall maintain control over the Maintenance Association. The Final Transition Date shall be the first to occur of the following: (i) when one hundred percent (100%) of the total acreage of the Property has been conveyed to Persons other than the Developers; (ii) such date as Developers, in their sole discretion, turn over control of the Maintenance Association to the Owners of the Property; or (iii) December 31, 2010. Following the Final Transition Date, Developers' written approval is required for any action by the Board that (i) disproportionately increases Assessments on property owned by a Developer or imposes a disproportionate Special Assessment on property owned by a Developer, and (ii) in a Developer's opinion, impairs or restricts the Developer's ability to develop and market property within the Developer's Parcel or the operation of any part of the Developer's Parcel.

ARTICLE 7. Assessments.

Section 7.1 Creation of Lien and Personal Obligation. Each Owner by acceptance of a deed or other conveyance of an interest in a Parcel or Residential Unit is deemed to covenant and agree to pay for the benefit of the Maintenance Association or to the Maintenance Association, if directly assessed, any Assessments established pursuant to this Declaration. The Assessments, together with interest, late charges, attorneys' fees, court costs, and other costs of collection, as hereinafter provided, shall be a continuing lien (the "Assessment Lien"), which Assessment Lien also secures payment of such other sums as provided in this Declaration, upon the Parcel or Residential Unit against which the Assessments are made. Each Assessment, together with such interest and other costs, shall also be the personal obligation of the Owner of the Parcel or Residential Unit to which such Assessment relates. If a Parcel or Residential Unit is owned by more than one Person, the Owners shall be jointly and severally obligated to pay the Assessment.

Section 7.2 Assessments. The Board shall from time to time assess each Association or Project for the cumulative proportionate share of the Common Expenses, and it shall be the Association's or Project's Voting Representative's responsibility to assess individual Owners (within Projects) for their proportionate share of the Common Expenses. Not later than thirty days prior to the beginning of each fiscal year of the Maintenance Association, the Board shall prepare a pro-forma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Expenses to be incurred for such fiscal year and the amount of the General Assessment, which may include a reserve to fund major renovation or replacement of the Improvements within, on or under the Maintenance Property. Any reserves included in the Common Expenses which are collected as part of the Assessments shall be deposited by the Maintenance Association in a separate bank account to be held for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Maintenance Association. The total Common Expenses shall be allocated among the Project Associations for each Project, with each Association

bearing that portion of the Common Expenses equal to the Voting Rights assigned to the Parcel of land for which the Association has been established. In the event an Association has not been established for a particular Parcel, then the Owners of that Parcel shall be collectively responsible to pay a percentage of the Common Expenses equal to the Voting Rights assigned to the Parcel. For example, the individual Owners of Lot 1-A shall be responsible for paying 24.41% of the Common Expenses incurred by the Maintenance Association, which percentage is equal to Voting Rights assigned to Lot 1-A.

Section 7.3 Other Assessments. Except as provided in Section 8.5 below, the Maintenance Association shall levy Special Assessments against those persons identified in Section 7.2 to reimburse the Maintenance Association for any special, unusual or unbudgeted expense that arises from time to time, provided a vote of at least 75% of the Voting Units votes in favor of such an Assessment. The Board may levy in any fiscal year, upon a vote of at least 75% of the Voting Units, a Capital Improvement Assessment, for the purpose of defraying, in whole or in part, the cost of any action or undertaking on behalf of the Maintenance Association in connection with, or the cost of, any construction or replacement of capital improvements within, on or under the Maintenance Property, including the necessary appurtenances.

Section 7.4 Date of Commencement of Assessments. Assessments shall commence as to all Residential Units on the first day of the month following the conveyance of the first Residential Unit to an Owner other than a Developer, or such later date as shall be determined by such Developer with advance written notice to the Maintenance Association.

Section 7.5 Reserved

Section 7.6 Enforcement of Lien. The Assessment Lien and other liens for assessments set forth in Sections 7.3, 8.5 and 11.1 may be foreclosed by the Maintenance Association in any manner provided or permitted for the foreclosure of mortgages in the State of Hawaii, if the individual Associations fail to enforce the applicable Lien following notice by the Maintenance Association. All of the provisions of this Article 7 relating to the enforcement of any Lien shall apply with equal force in each instance provided for in the Declaration or the Association Rules when it is stated that payment of a particular Assessment, charge or other sum shall be secured by a Lien. Nothing in this Section shall be construed as requiring that the Maintenance Association take any action required in any particular instance, and the failure of the Maintenance Association to take such action at any time shall not constitute a waiver of the right to take such action at a later time or in a different instance.

ARTICLE 8. Maintenance

Section 8.1 Common Areas. Common Areas means all the Maintenance Property now or hereafter held for the common use and enjoyment of all or any group of Owners, together with those areas that the Maintenance Association is responsible for maintaining and/or operating pursuant to this Declaration or pursuant to a separate agreement. The Common Areas shall include the Improvements that may be located within, over, on, under or through (1) the Common Road, including specifically without limitation the waterline system feeding individual sub-meters, electrical lines and sewer lines; (2) the Drain System; and (3) the master water meter, and all replacements and renovations to the above Improvements. The Common Areas shall not be reduced by amendment of this Declaration or any other means without the prior written approval of Developers and the City. Dedication of the Common Road and Drain System to the City and County of Honolulu or the State of Hawaii or other governmental or quasi-governmental agency is permitted. Should the Association create the Common Road as a legally subdivided lot, the Developers agree to facilitate such subdivision, to transfer the

Common Road upon subdivision to the Association, and to permit the Association's dedication of the Common Road to the City and County of Honolulu.

Section 8.2 Maintenance Association Obligation. The Maintenance Association, or its duly delegated representatives, shall maintain, manage and keep in good repair all Common Areas, such maintenance to be funded as provided in this Declaration. The Board shall be the sole judge as to the appropriate maintenance of the Common Areas. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of such properties shall be taken by the Board or by its duly delegated representatives.

Section 8.3 Common Expenses.

(a) Except as otherwise provided in this Declaration, all costs associated with maintenance, management, operation, repair and replacement of the Common Areas shall be Common Expenses. Common Expenses means the actual and estimated costs incurred or anticipated to be incurred by the Maintenance Association in administering, maintaining, insuring and operating all or any portion of the Common Areas, including, but not limited to, the maintenance, management, administration, operation, repair and replacement of the Maintenance Property together with utility services, including potable/municipal water service, landscaping and related matters incorporated therein; provided that Common Expenses shall not include any expenses incurred by the Developers for initial development, original construction or installation of infrastructure, original capital improvements or other original construction costs associated with the Common Areas; and provided further that the common expense for municipal water service shall be specially allocated among the Projects as provided at Section 8.3(b). Subject to the foregoing limitation, the Board shall determine what items shall be reasonably included in the maintenance, management, administration, operation, repair and replacement of the Maintenance Property.

(b) Each Project shall be allocated a monthly usage charge in an amount representing a percentage of the total monthly charge levied by the Department of Water attributable to the master water meter usage equal to a fraction, the numerator of which is the monthly sub-meter usage in gallons, and the denominator of which is the monthly master water meter usage in gallons.

Section 8.4 Owner's Responsibility. The performance and cost of all maintenance and repair of each Parcel or Residential Unit, including structures and other improvements, parking areas and landscaping located on or within such Parcel or Residential Unit, shall be the sole responsibility of the Owner of such Parcel or Residential Unit.

Section 8.5 Assessment of Certain Costs. In the event that the need for maintenance or repair of the Common Areas is caused through the willful or negligent act of any Owner or Occupant or their family, guests, or invitees, the cost of such maintenance or repairs shall be a Special Assessment against the Owner and its Parcel or Residential Unit, secured by the Assessment Lien.

ARTICLE 9. Security. The Maintenance Association, or its duly delegated representatives, may, but shall have no obligation to, operate a security system on the Maintenance Property. Each Owner shall be responsible for the security of its Parcel or Parcels or Residential Unit and all improvements located thereon. Developers and the Maintenance Association shall not in any way be considered insurers or guarantors of security within the Property, and none of them shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner and Occupant acknowledges

and understands that Developers, the Maintenance Association and the Board are not insurers and that each Owner and Occupant assumes all risks for loss or damage to Persons and Improvements located in any Parcel or Residential Units including any contents therein, and further acknowledges that Developers, the Maintenance Association and the Board have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security measures undertaken within the Property

ARTICLE 10. Insurance.

Section 10.1 Authority to Purchase. The Maintenance Association shall have the power and authority (but no obligation) to purchase, at the Maintenance Association's expense, public liability, fire and casualty and other insurance and fidelity bonds as the Board shall deem necessary or appropriate from time to time. Such policies shall be on terms and conditions as the Board shall direct, subject to this Article 10. All such policies and claims under policies shall be administered by the Board.

Section 10.2 Non-Liability of Maintenance Association, Board and Officers. Neither the Maintenance Association nor any Board member nor officer of the Maintenance Association nor Developers shall be liable to any Owner, Mortgagee or other Person if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, or if an insurer becomes insolvent. It shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Maintenance Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner may desire.

Section 10.3 Individual Insurance. Each Owner and Project Association agrees with all other Owners and the Maintenance Association that the Owner and Project Association shall carry or provide for blanket all-risk casualty insurance on Owner's Parcel or Residential Unit and the Maintenance Property on such terms and with such limits as a reasonably prudent person would obtain. All such insurance shall name the Maintenance Association as additional insured. Each Owner of a Parcel, prior to and during the course of development, and each Project Association shall maintain at its expense public liability, fire casualty and other insurance. To the extent reasonably available, such Owners and Project Associations shall maintain at least $5,000,000 (single limit) of insurance against liability incurred as a result of death or injury to persons or damage to property on any portion of the Common Areas. Fire and casualty insurance limits shall be the full replacement value at time of loss of all Improvements comprising a Maintenance Property. The Maintenance Association may establish commercially reasonable deductibles for such insurance policies. The Maintenance Association shall be named as an additional insured. Certificates of such coverage shall be provided to the Maintenance Association.

ARTICLE 11. Damage and Destruction of Common Areas

Section 11.1 **Duty of Maintenance Association to Restore and Repair.** The Maintenance Association shall restore and repair the Maintenance Property upon partial or total destruction subject and pursuant to this Article 11. The proceeds of any casualty insurance maintained by the Maintenance Association, if any, shall to the extent available only be used for restoration and repair. Proceeds of Project Insurance shall also be used for this purpose. In the event that the amount available from the proceeds of any insurance policies for restoration and repair, together with any reserve for renovation/replacement of the Maintenance Property of the Maintenance Association, shall be less than the estimated cost of restoration and repair, the

Maintenance Association shall levy an Assessment (a "Reconstruction Assessment") for use in restoration of the damaged or destroyed Maintenance Property unless such Assessment shall be rescinded by a vote of at least 90% percent of the Voting Units assigned to the Parcels. Reconstruction Assessments shall be levied and charged on the same basis as provided for General Assessments.

Section 11.2 Excess Insurance Proceeds. In the event any excess insurance proceeds remain after any repair or reconstruction by the Maintenance Association pursuant to this Article 11, the Board, in its sole discretion, may retain such sums in the general funds of the Maintenance Association or may distribute all or a portion of such excess to the Members in the ratio that they would pay a Reconstruction Assessment. No Owner or the Mortgagee of a Parcel or Residential Unit who is not a Member shall have any entitlement to such distribution.

ARTICLE 12. Eminent Domain. The term "Taking" shall mean condemnation by eminent domain or sale under threat of condemnation of all or any portion of the Maintenance Property. Any awards received by the Maintenance Association on account of a Taking shall be paid to the Maintenance Association.

ARTICLE 13. Rights Of Mortgagees.

Section 13.1 General Provisions. Notwithstanding any other provisions of this Declaration, the Articles, Bylaws or Association Rules, any Lien under this Declaration against a Unit shall be subordinate to the lien of a Mortgage on the Parcel or Residential Unit which is Recorded prior to the Recordation by the Maintenance Association of a notice of Lien in the Bureau of Conveyances, except to the extent the Lien secures the amount of any unpaid Assessments (together with any related interest, costs, reasonable attorneys' fees and any late charges) which accrue from and after the date on which a Mortgagee comes into possession of or acquires title to the Parcel or Residential Unit, whichever occurs first.

Section 13.2 Subject to Declaration. At such time as a Mortgagee shall come into possession of or become Record Owner of a Parcel or Residential Unit, the Mortgagee shall be subject to all of the terms and conditions of this Declaration including, but not limited to, the obligation to pay all Assessments and charges accruing thereafter, in the same manner as any other Owner.

ARTICLE 14. Reserved

ARTICLE 15. Use Restrictions. The Common Road shall be used for non-exclusive ingress and egress to and from the Residential Units and dwelling units in the Parcels and for the placement and location of the Improvements on, in, over, under and through the Common Road to serve each of the Parcel. Drainage System shall be used for drainage purposes only.

ARTICLE 16. Easements. The rights and easements set forth in this Article 16 are in addition and without limitation to any other rights and easements created by or set forth in this Declaration.

Section 16.1 Recorded Easements. The Maintenance Property shall be subject to all easements shown on the Subdivision Map or any other Recorded subdivision map, file plan or land court map affecting the Maintenance Property and to any easement of Record.

Section 16.2 Utility Easements. The Developers reserve the right (I) to designate, grant, transfer, cancel, relocate or otherwise deal with any easements and rights of way at any

time necessary or desirable for the construction, reconstruction, installation, operation, maintenance, repair and removal of electric and telephone utilities, water transmission and distribution systems, sanitary and storm sewers, cable television, security and telecommunication purposes relating to the Maintenance Property, and (ii) to grant any such easements and rights of way for such purposes to governmental or quasi-governmental authorities, public or private utility or service companies, the Maintenance Association or other Persons upon, across, over, in and under the Maintenance Property. Each Owner, by purchasing a Residential Unit, consents to the exercise of the reserved rights described above without the necessity of any Owner or Persons through Owner, entering into any further agreement approving or confirming such exercise of reserved rights; provided, however, that each Owner and those claiming through an Owner agree to join into and execute such documents and do such other things as may be necessary or convenient to effect the exercise of any of the foregoing reserved rights promptly upon request and without payment of additional consideration. Each Owner further agrees to use its best efforts to obtain from all appropriate Persons, including its Mortgagee(s), the written subordination of any and all Mortgages, security interests and other liens that encumber or in any way affect its Residential Unit to such designations and grants of easements and rights of way as contemplated by this Declaration. All such written subordination instruments shall be provided promptly the Person requesting the subordination. Notwithstanding the subordination provided in this Section 16.2, each Mortgagee and other holders of security interests in any Residential Unit or Parcel, by accepting a security interest in or legal or equitable title to a Unit or Parcel shall be deemed to have consented to and agreed that its security interest or legal or equitable title is subordinate to these designations and grants of easements and other rights and agrees to execute any instrument reasonably required to effect or confirm the subordination of its debt and security instruments to such designations and grants.

ARTICLE 17. Reserved.

ARTICLE 18. Rights and Reservations.

Section 18.1 Reserved Rights. The rights, reservations and easements of the Developers set forth in this Declaration shall be deemed excepted and reserved in each deed or other instrument by which any portion of the Property is conveyed by a Developer or any other Owner, whether or not specifically stated in the conveyance. The rights, reservations and easements of the Developers set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without the prior written consent of all Developers be modified, amended, rescinded or affected by any amendment of this Declaration. Consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Section 18.2 Developers' Rights Incident to Construction. Developers reserve to themselves and their successors and assigns an easement of ingress and egress over, in, upon, under, and across the Common Areas and the right to store materials and make such other use of the Common Areas as may be reasonably necessary or incident to the development of and construction of its Projects; provided, however, that these rights shall not be exercised by Developers in such a way as to unreasonably interfere with the occupancy, use and enjoyment of, or access to, a Residential Unit by the Owner or Occupant.

Section 18.3 Transfer of Developers' Rights. Any or all of the rights, reservations and easements of Developers shall inure to the benefit of Developers' successor and assigns and may be transferred to any other Person, provided that the transfer shall not enlarge a right or reservation beyond that contained in this Declaration, and provided further that no such transfer

shall be effective unless it is in a written instrument signed by the proper Developer and Recorded.

ARTICLE 19. Reserved.

ARTICLE 20. Limitation on Liability. Anything to the contrary in this Declaration notwithstanding, each Owner, by accepting title to any portion of the Property and becoming an Owner, acknowledges and agrees that no Developer (including without limitation any assignee of the interest of a Developer) nor any officer, agent, director, member, partner or shareholder of a Developer (or of any such assignee) shall have any personal liability to the Maintenance Association, or to any Owner, Member or other Person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration or the Maintenance Association except, in the case of a Developer (or its assignee), to the extent of its interest in the Property; and, in the event of a judgment no execution or other action shall be sought or brought on the judgment against any other assets, nor be a lien upon such other assets, of a Developer (or its assignee).

ARTICLE 21. Reserved.

ARTICLE 22. Amendment.

Section 22.1 Amendment to Declaration. This Declaration may be amended only by an instrument in writing that sets forth the entire amendment. Except as otherwise specifically provided in this Declaration, any proposed amendment must be approved by a majority of the Board prior to its submission to the Members for adoption by the Members. Amendments may be adopted upon the vote or written assent of 75 percent of the Voting Units of the Members. In all events, the amendment when adopted shall bear the signatures of two Voting Representatives, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as Voting Representatives of the Maintenance Association. Amendments once properly adopted shall be effective upon Recording of the amendment to this Declaration or at such later date as may be specified in the amendment.

Section 22.2 Effect of Amendment. Any amendment to this Declaration properly adopted will be completely effective to amend any and all provisions of this Declaration which may be affected and any or all clauses of this Declaration, unless otherwise specifically provided in the Section being amended or the amendment itself. Nothing contained in this Article 22 shall be deemed or construed to limit or restrict the right of Developers to amend this Declaration pursuant to Article 18.

Section 22.3 Requested Amendment; Legislative Change. Developers specifically reserve the right to amend all or any part of this Declaration to such an extent and with such language as may be requested by the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any established lending institution as a condition precedent to lending funds upon the security of any Unit. It is the desire of Developers to retain control of the Maintenance Association and its activities for so long as Developers desire to do so. If any amendment requested pursuant to the provisions of this Section or if any federal, state or other legislation hereafter enacted, diminishes or alters such control, Developers shall have the right to prepare, provide for and adopt as an

amendment to this Declaration, other and different control provisions to achieve such control or equivalent control.

ARTICLE 23. Term; Termination. This Declaration, as amended from time to time, shall be effective upon the date it is recorded and shall continue in full force and effect in perpetuity.

ARTICLE 24. General Provisions.

Section 24.1 Notice. All Notices permitted or required to be given to the Maintenance Association shall be in writing and shall be addressed to the Maintenance Association at the address specified below or as subsequently designated by the Maintenance Association. If notice of any action or proposed action is to be given to any Owner or Occupant by applicable law, this Declaration or Board resolution then, unless otherwise specified herein or in the Board, such notice shall be considered delivered and effective upon personal delivery against written receipt, or three days after deposit in the United Stated mail as certified mail, return receipt requested, or three days after deposit with a reputable private courier to the address of such Owner on file in the records of the Maintenance Association at the time of notice is given. General notices may be sent by first class mail.

Section 24.2 Captions; Construction. Captions given to various Articles and Sections for this Declaration are for convenience only and are not intended to modify or affect the meaning of any substantive provisions. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property and each Project.

Section 24.3 Severability. If any provision of this Declaration, the Articles, Bylaws, or Association Rules, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is adjudged invalid, the validity of the remainder of this Declaration, the Articles, Bylaws, or Association Rules, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected, and the remainder of this Declaration, the Articles, Bylaws, Association Rules shall be construed as if such invalid part were never included therein.

Section 24.4 Power of Attorney. Unless otherwise specifically restricted by the provisions of this Declaration, in any instance in which the Maintenance Association (acting by and through its Board) are empowered to take any action or do any act, including but not limited to action or acts in connection with the Common Areas that may at any time be deemed to require the act of an Owner or Member, the Owners and Members and each of them hereby constitute and appoint the Maintenance Association as their attorney-in-fact with rights of substitution for the purposes of taking such action or doing such acts, including but not limited to, executing, acknowledging and delivering any instruments or documents necessary, appropriate or helpful for such purposes. It is acknowledged that this power of attorney is irrevocable and coupled with an interest and by becoming an Owner or a Member of the Maintenance Association or by the acceptance of a deed for a Residential Unit or by signing a contract for purchase of a Residential Unit or by succeeding in any other manner to the ownership of a Residential Unit, or any interest therein, or a Membership in the Maintenance Association, each Owner and Member shall be deemed and construed to have ratified and expressly granted the above power of attorney. Any two Voting Representatives may execute any document as attorney in fact for an Owner or Owners pursuant to this Section.

Section 24.5 Gender. Masculine, feminine and neuter references in this Declaration shall include the other genders as the context requires.

Section 24.6 Interpretation. Except for judicial construction, the Maintenance Association, by a majority of its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Maintenance Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the provisions hereof.

Section 24.7 References to Declaration in Deeds. Deeds to and instruments affecting any Residential Unit or Parcel may contain the provisions set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, all of the provisions of this Declaration shall be binding upon such successor Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns as though set forth in full in such instrument.

Section 24.8 Incorporation of Exhibits. All Exhibits, as may hereafter are amended in accordance with this Declaration, are incorporated into this Declaration by this reference.

Section 24.9 Rights of Enforcement. The Maintenance Association and Developers shall have the right to enforce the provisions of this Declaration, the Articles, Bylaws, the Association Rules and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) shall indicate that the provisions of such instrument were intended to be enforced by the Maintenance Association or by Developers. Such right shall include the hiring of legal counsel and undertaking legal action, as may be reasonably necessary for such enforcement. If, however, after the Final Transition Date, the Maintenance Association shall fail or refuse to enforce this Declaration, the Articles, Bylaws, the Association Rules or any provision thereof for an unreasonable period of time after written request to do so, then an Owner may enforce such provisions on behalf of the Maintenance Association by any appropriate legal action, whether at law or in equity.

Developers have duly executed this Declaration as of the date first referenced above.

SCHULER HOMES

D.R. Horton - Schuler Homes, LLC,
A Delaware limited liability company
dba Schuler Homes

By its Manager,
Vertical Construction Corporation,
A Delaware corporation

By_____
Name:
Its

HICDA

Hawaii Intergenerational Community
Development Association,
a Hawaii corporation

By Mike Kl
Name: MIKE KLEIN
Its: EXECUTIVE DIRECTOR

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SCHULER HOMES

D.R. Horton - Schuler Homes, LLC,
A Delaware limited liability company
dba Schuler Homes

By its Manager,
Vertical Construction Corporation,
A Delaware corporation

By _____
Name: Michael T. Jones
Its Executive Vice President

HICDA

Hawaii Intergenerational Community
Development Association,
a Hawaii corporation

By _____
Name:
Its:

21st Century Homes, Inc.
a Hawaii corporation

By _____
Name: JOSEPH C. BROWN
Its: PRESIDENT

Western Pacific Development,
a Hawaii limited liability company

By _____
Name:
Its

21st Century Homes, Inc.
a Hawaii corporation

By_____
Name:
Its:

Western Pacific Development,
a Hawaii limited liability company
By: M-50 LLC
Its: Manager

By
Name: William R. Deuchar
Its Member

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

Schuler Homes

On this 5TH day of JANUARY, 2004, before me personally appeared Michael T. Jones, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

RENÉ A. WILKINS NOTARY PUBLIC STATE OF HAWAII

René A. Wilkins
Print Name: René A. Wilkins
Notary Public for above-noted State and County

My Commission expires: MAR 3 0 2007

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

Hawaii Intergenerational Community Development Association

On this _____ day of _____, 2003, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

_____
Print Name: _____
Notary Public for above-noted State and County

My Commission expires: _____

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

Schuler Homes

On this _____ day of _____, 2003, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

_____
Print Name: _____
Notary Public for above-noted State and County

My Commission expires: _____

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

Hawaii Intergenerational Community Development Association

On this _____ day of _____, 2003, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

_____
Print Name: _____
Notary Public for above-noted State and County

My Commission expires: _____

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

On this 19th day of DECEMBER, 2003, before me personally appeared JOSEPH C. BROWN, to me satisfactorily proven, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

L.S.

Cheryl M. Erickson

Print Name: CHERYL M. ERICKSON
Notary Public for above-noted State and County

My Commission expires: 1-3-01

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

On this 19th day of DECEMBER, 2003, before me personally appeared MIKE KLEIN to me satisfactorily proven, who, being by me duly sworn, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

L.S.

Cheryl M. Erickson
Print Name: CHERYL M. ERICKSON
Notary Public for above-noted State and County

My Commission expires: 1-3-07

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

On this _____ day of _____
appeared
known, who, being by me duly sworn or affirmed
foregoing instrument as the free act and deed o
capacities shown, having been duly authorized to e

Print Na
Notary
My com

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

On this 19th day of De
personally appeared William R. Deuck
personally known, who, being by me duly swom
executed the foregoing instrument as the free act an
in the capacities shown, having been duly autho
capacities.

Name:
Notary P
My com