



**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

Required and attached to this report       Not Required - disclosures covered in this report.

**Summary of Changes from Earlier Public Reports:**

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made are as follows:

## TABLE OF CONTENTS

	Page
Preparation of this Report	1
Expiration Date of Reports	1
Type of Report	1
Disclosure Abstract	2
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information on Condominiums	4
Operation of the Condominium Project	4
I. PERSONS CONNECTED WITH THE PROJECT	5
Developer	General Contractor
Attorney for Developer	Condominium Managing Agent
Real Estate Broker	Escrow Company
II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
A. Declaration	6
B. Condominium Map (File Plan)	6
C. Bylaws	6
D. House Rules	7
E. Changes to Condominium Documents	7
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	8
B. Underlying Land	9
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	13
E. Encumbrances Against Title	14
F. Construction Warranties	15
G. Status of Construction	16
H. Project Phases	16
IV. CONDOMINIUM MANAGEMENT	
A. Management of the Common Elements	17
B. Estimate of Initial Maintenance Fees	17
C. Utility Charges for Apartments	17
V. MISCELLANEOUS	
A. Sales Documents Filed with the Real Estate Commission	18
B. Buyer's Right to Cancel Sales Contract	18
C. Additional Information Not Covered Above	20
D. Signature of Developer	21
EXHIBIT A: DESCRIPTION OF APARTMENTS	
EXHIBIT B: BOUNDARIES OF APARTMENTS	
EXHIBIT C: PERMITTED ALTERATIONS TO APARTMENTS	
EXHIBIT D: COMMON ELEMENTS	
EXHIBIT E: LIMITED COMMON ELEMENTS	
EXHIBIT F: ENCUMBRANCES AGAINST TITLE	
EXHIBIT G: ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS	
EXHIBIT H: SUMMARY OF SALES CONTRACT AND ESCROW AGREEMENT	

## **General Information On Condominiums**

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

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

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

## **Operation of the Condominium Project**

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: A&B Kakaako LLC Phone: (808) 525-6611  
Name\* (Business)  
822 Bishop Street  
Business Address  
Honolulu, Hawaii 96813

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

The manager and sole member of A&B KAKAAKO LLC is A&B PROPERTIES, INC., a Hawaii corporation. The officers and directors of A&B PROPERTIES, INC., are W.A. Doane (Chairman of the Board; Dir.); S.M. Kuriyama (Vice Chair., CEO; Dir.); R.K. Sasaki (Pres.; Dir.); N.M. Buelsing (Exec.V.P.; Dir.); P.W. Hallin (Sr.V.P.); M.G. Wright (Sr.V.P.); G.Y.M. Chun (V.P.); D.I. Haverly (V.P.); C.W. Loomis (V.P, Assist. Sec.); T.H. Shigemoto (V.P.); D.M. Shigeta (V.P.); R.B. Stack, Jr. (V.P.); M.K. Vicens (V.P.); T.A. Wellman (V.P., Treas., Controller); L.G. Rodolfich (Assist. Controller); A.J. Nakamura (Sec.); C.J. Benjamin (Dir.); M.J. Ching (Dir.)

Real Estate Broker\*: Coldwell Banker Pacific Properties, Ltd. Phone: (808) 593-6485  
Name (Business)  
1314 South King Street, 2<sup>nd</sup> Floor  
Business Address  
Honolulu, Hawaii 96814

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211  
Name (Business)  
235 Queen Street  
Business Address  
Honolulu, Hawaii 96813

General Contractor\*: (TO BE DETERMINED) Phone: (808)  
Name (Business)  
Business Address

Condominium Managing Agent\*: Hawaiiana Management Company, Ltd. [Not yet under contract] Phone: (808) 593-9100  
Name (Business)  
711 Kapiolani Boulevard, Ste. 700  
Business Address  
Honolulu, Hawaii 96813

Attorney for Developer: Brooks Tom Porter & Quitiquit, LLP Phone: (808) 526-3011  
Name (Business)  
841 Bishop Street, Suite 2125  
Business Address  
Honolulu, Hawaii 96813  
Attn: Edward R. Brooks, Esq., and Jeffrey D. Watts, Esq.

\* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

**II. CREATION OF THE CONDOMINIUM;  
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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

The Declaration for this condominium is:

Proposed

Recorded - Bureau of Conveyances: Document No. \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_

Filed - Land Court: Document No. \_\_\_\_\_

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

- B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed

Recorded - Bureau of Conveyances Condo Map No. \_\_\_\_\_

Filed - Land Court Condo Map No. \_\_\_\_\_

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

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

The Bylaws for this condominium are:

Proposed

Recorded - Bureau of Conveyances: Document No. \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_

Filed - Land Court: Document No. \_\_\_\_\_

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

**D. House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed             Adopted             Developer does not plan to adopt House Rules

**E. Changes to Condominium Documents**

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. Apartment Owners: Minimum percentage of common interest which must vote for or give written consent to changes:

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

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

2. Developer:

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

At any time prior to the first recording of a conveyance or transfer (other than for security) of an Apartment and its appurtenances to a party not a signatory to the Declaration, the Developer may amend the Declaration (including all exhibits), the Bylaws and the Condominium Map in any manner, without the consent or joinder of any Apartment purchaser or any other party. Notwithstanding the lease, sale or conveyance of any of the Apartments, the Developer may amend the Declaration and the Condominium Map to file the "as-built" verified statement required by Section 514A-12 of the Act. For so long as the Developer retains any interest in an Apartment in the Project, the Developer shall have the right (but not the obligation) to amend the Declaration and the Bylaws (and the Condominium Map, if appropriate) without the consent or joinder of any Apartment Owner, lienholder or other person or entity, for the purpose of meeting any requirement imposed by (i) any applicable 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 Apartments, (iv) any institutional lender lending funds on the security of the Project or any of the Apartments, or (v) any other governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no amendment which would change the common interest appurtenant to an Apartment or substantially change the design, location or size of an Apartment shall be made without the consent of all persons having an interest in such Apartment. Prior to the election of the first Board of Directors, the Developer may amend the Rules and Regulations in any manner without the joinder, consent or approval of any other party.





Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

**B. Underlying Land:**

Address: 600 Queen Street, Honolulu, HI 96813

Tax Map Key (TMK): (1) 2-1-048-008

Address  TMK is expected to change because \_\_\_\_\_

Land Area: approx. 117,340  square feet  acre(s) Zoning: The Project is within the Kakaako Community Development District and is under the jurisdiction of the Hawaii Community Development Authority ("HCDA"). The Project is classified "MUZ-R" (mixed use -- residential) under the HCDA's Mauka Area Rules.

Fee Owner: A&B Kakaako LLC  
 Name  
822 Bishop Street  
 Address  
Honolulu, Hawaii 96813

Lessor: n/a  
 Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_

**C. Buildings and Other Improvements:**

1.  New Building(s)  Conversion of Existing Building(s)  Both New Building(s) and Conversion
2. Number of Buildings: 1 Floors Per Building : 42 (37-story tower on 5-story pedestal)  
 Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:  
 Concrete  Hollow Tile  Wood  
 Other steel, aluminum, glass and allied building materials

4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>	
<input checked="" type="checkbox"/> Residential	<u>352</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Commercial	<u>1</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?  
 Yes  No

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

Pets: Dogs, cats and other generally recognized household pets permitted in Residential Apartments in reasonable numbers, with prior approval of the Board. See Rules and Regulations.

Number of Occupants: \_\_\_\_\_

Other: \_\_\_\_\_

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 3 Stairways: 2 Trash Chutes: 1

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Lanai Area (sf)</u>	
PLEASE SEE EXHIBIT "A"					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 353 (352 Residential, 1 Commercial) SEE EXHIBIT "A"

**\*For the Residential Apartments, Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. For the Commercial Apartment, the area measured is "Net Floor Area" and it is also measured from the interior surface of the apartment perimeter walls.**

**Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.**

Boundaries of Each Apartment: SEE EXHIBIT "B"

Permitted Alterations to Apartments: SEE EXHIBIT "C"

Apartments Designated for Owner-Occupants Only:

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement. Developer has elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 703

	<u>Regular</u>		<u>Compact</u>		<u>Handicap</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each unit)*	452	128	26	5	6	0	24	2	643
Guest	22	0	0	0	1	0	0	0	23
Unassigned	0	0	0	0	1	0	0	0	1
Extra for Purchase	0	0	0	0	0	0	0	0	0
Other**	34	0	0	0	2	0	0	0	36
Total Covered & Open	636		31		10		26		703

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

\*\*Each of the 36 "other" stalls is assigned as a limited common element to the Commercial Apartment and is for the exclusive use of the owners or tenants of the Commercial Apartment.

Commercial parking garage permitted in condominium project.

Exhibit "A" contains additional information on parking stalls (and Parking Apartments) for this condominium project.

8. Recreational and Other Common Facilities (for use of owners of Residential Apartments only)

There are no recreational or common facilities.

Swimming pool       Storage Area       Recreation Area

Laundry Area       Tennis Court       Trash Chute/Enclosure(s)

Other: Kitchenette, restrooms and showers included in Recreation Area.

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

There are no violations.       Violations will not be cured.

Violations and cost to cure are listed below.       Violations will be cured by \_\_\_\_\_  
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations  
(For conversions of residential apartments in existence for at least five years):

N/A

11. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>  X  </u>	_____	_____
Structures	<u>  X  </u>	_____	_____
Lot	<u>  X  </u>	_____	_____

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

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

**D. Common Elements, Limited Common Elements, Common Interest:**

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit "D".

as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which use them, as described in the Declaration are:

described in Exhibit "E".

as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit "A".

as follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit "F" describes the encumbrances against the title contained in the title report dated April 14, 2005 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

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

[ ] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien*</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
<p>*NOTE: As of the date of this Public Report, there are no blanket liens affecting title to any part of the Project. However, the Developer may subsequently obtain a construction loan and may secure the loan by placing a blanket mortgage on the entire Project. This would be a blanket lien that may affect title to the individual apartments.</p>	<p>If the Developer places a blanket mortgage on the Project, the Buyer's interest under a sales contract will be subordinate to the interest of the mortgagee under such mortgage. This means, among other things, that if the Developer defaults under the mortgage, the mortgagee may take over the Project, cancel the sales contracts and refund the Buyer's deposits, less escrow cancellation fees, and the Buyer shall have no further interest in the Project.</p>

**F. Construction Warranties:**

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

The developer intends to require the general contractor to provide a one-year warranty, commencing upon the date of "Substantial Completion", or such other date as the architect specifies in the Certificate of Substantial Completion the architect delivers to the contractor and the Developer for the work that is under warranty, that (a) the materials and equipment furnished for construction of the project will be of good quality and new, unless the construction contract requires or permits that the materials and equipment be otherwise; and (b) the construction and services required by the construction contract (including all labor, materials and equipment to be provided by the general contractor) will be free from defects, except for defects inherent in the quality of the construction and services required or permitted by the construction contract. Without incurring any legal liability, the developer will agree to cooperate with the buyer to try to have the general contractor perform all of the general contractor's warranties. (See section F.7 of the Sales Contract.)

2. Appliances:

Appliance warranty information is not yet available because appliances have not yet been purchased. However, the developer intends to transfer to the buyer, without warranty, any manufacturer's or dealer's warranties that are transferable and cover appliances sold with the apartments.

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

The Developer estimates that construction of the Project will commence in or about April, 2006, and will be completed in or about March, 2008.

**H. Project Phases:**

The developer [ ] has [X] has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):



#### IV. CONDOMINIUM MANAGEMENT

- A. **Management of the Common Elements:** The Association of Apartment 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.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

not affiliated with the Developer  
 self-managed by the Association of Apartment Owners

the Developer or the Developer's affiliate  
 other \_\_\_\_\_

- B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment 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 apartment and the apartment 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 "G" contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

- C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

None  
 Electricity ( Common Elements only \_\_\_ Common Elements & Apartments)  
 Gas ( Common Elements only \_\_\_ Common Elements & Apartments)  
 Water (\_\_\_ Common Elements only  Common Elements & Apartments)  
 Sewer (\_\_\_ Common Elements only  Common Elements & Apartments)  
 Television Cable  
 Telephone ( Common Elements only \_\_\_ Common Elements & Apartments)  
 Other: refuse collection

## V. MISCELLANEOUS

### A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

Notice to Owner Occupants

Specimen Sales Contract

Exhibit "H" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated December 29, 2004

Exhibit "H" contains a summary of the pertinent provisions of the escrow agreement.

Other \_\_\_\_\_

### B. Buyer's Right to Cancel Sales Contract:

#### 1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

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

A) The Developer delivers to the buyer a copy of:

- 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
- 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

B) The buyer is given an opportunity to read the report(s); **AND**

C) One of the following has occurred:

- 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
- 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
- 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**

B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
  - B) Declaration of Condominium Property Regime, as amended.
  - C) Bylaws of the Association of Apartment Owners, as amended.
  - D) House Rules, if any.
  - E) Condominium Map, as amended.
  - F) Escrow Agreement.
  - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
  - H) Other \_\_\_\_\_;

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

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

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

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

This Public Report is part of Registration No. 5680 filed with the Real Estate Commission on May 2, 2005.

Reproduction of Report. When reproduced, this report must be on:

YELLOW paper stock

WHITE paper stock

PINK paper stock

C. **Additional Information Not Covered Above:**

1. **Kakaako Community Development District; Permits and Agreements; Special Assessments and Restrictions.**

(a) **Development Agreement and Assessments.** The Project is located within the Kakaako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority (“HCDA”). The Project will be developed subject to and in accordance with the terms of various permits and agreements, including that certain Agreement dated August 12, 1992 (the “Development Agreement”), by and between a prior owner of the Project’s land and HCDA. The Development Agreement requires (among other things) that the Project shall participate (together with other properties) in the HCDA District-Wide Improvement Program for the Kakaako District, and that the Project shall be subject to assessments for the Project’s pro rata share of the cost of improvements which may, in the future, be necessarily undertaken in the vicinity of the Project under HCDA or other government agency improvement programs. The Project will be assessed under the same methods and in the same manner as other properties in the area. Each apartment owner, by acquiring an apartment in the Project, shall be deemed to acknowledge and agree that the Association shall have the right and the obligation to assess the individual apartment owners, according to the common interests appurtenant to their apartments, for all costs and expenses that may from time to time be assessed against the Project in accordance with the terms of the Development Agreement.

(b) **Planned Development Permit; Mauka Area Rules.** The development and use of the Project are subject to the terms of the HCDA’s Mauka Area Rules for the Kakaako Community Development District (the “Mauka Area Rules”). As a condition to the development of the Project, the Developer will be required to obtain a Planned Development Permit that will govern various aspects of the development of the Project, such as compliance with or exemptions from certain density and building height limitations contained in the Mauka Area Rules. The Mauka Area Rules also require that the Developer reserve up to 20% of the apartments in the Project for purchase by persons who meet certain eligibility requirements as determined by the HCDA. By acquiring an interest in an Apartment, each Owner shall acknowledge and agree that the Developer hereby reserves the right, without the joinder or consent of any other person or entity, to sign such documents or instruments, enter into such agreements and do all things that may be necessary to obtain such permits as may be required by the HCDA, the Development Agreement and/or the Mauka Area Rules, and to comply with all applicable laws, rules, ordinances and other governmental requirements that pertain to the Project.

(c) **Special Restrictions Regarding Lanais.** The Development Agreement provides that no lanai shall be enclosed unless certain conditions and requirements contained in the Mauka Area Rules have been met. Accordingly, the enclosure of lanais is prohibited without the prior written consent of the Developer and the approval of a majority of the Project’s Board of Directors. The requirement that the Developer must approve the enclosure of any lanai shall remain in effect for a period of twelve (12) months following the date upon which the Developer no longer owns any interest in the Project. Following that date, the enclosure of lanais shall require only the approval of a majority of the Board; provided, however, that no lanai may be enclosed at any time unless and until such enclosure is permitted under the terms of the Mauka Area Rules and any other applicable agreements and permits pertaining to the development of the Project.

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

3. **Environmental Issues.** The Project's land was previously used for commercial and light industrial purposes. Environmental investigations by prior owners beginning in 1988 identified some soil contamination from petroleum and metals, and various remedial actions were taken in accordance with State of Hawaii Department of Health ("DOH") review and approval. The approved remedial actions taken included the removal and off-site disposal of some contaminated soil, the on-site treatment of some contaminated soil, and the excavation and containment of some contaminated soils in an on-site clay-lined and clay-capped pit.

In a recent follow-up investigation commissioned by the Developer, elevated lead concentrations were found in some near-surface and sub-surface soils on the Project's site in excess of current DOH Hazard Evaluation and Emergency Response Office-approved limits. Accordingly, the Developer prepared and submitted to the DOH a proposed remediation plan to address this issue. Upon DOH approval, the Developer intends to implement the remediation plan during construction of the Project.

Notwithstanding the Developer's intent to implement a DOH-approved remediation plan, by acquiring an apartment each buyer will thereby assume the risk that some contaminated soil may be present from time to time at the Project and each buyer will be required to waive any rights, claims or actions the buyer may have or acquire against the Developer as a result of or in any way related to the presence of contaminated soil at the Project, and each buyer will further be required to agree to indemnify and hold harmless the Developer, the Developer's partners and members, and all of their respective officers, directors, employees, agents, successors and assigns from any and all loss (including but not limited to economic loss), cost, expense, harm, injury or damage to person or property that the buyer or any of the buyer's family members, assigns, tenants, lessees, servants, guests, invitees, licensees, agents, employees, or any other person who may use or occupy the buyer's apartment or the Project by, through, or under the buyer may suffer as a result of the presence of contaminated soil at the Project.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

A&B KAKAAKO LLC, a Hawaii limited liability company  
Printed Name of Developer

A&B PROPERTIES, INC., a Hawaii corporation  
Its Manager

By:   
Duly Authorized Signatory\*

May 2, 2005  
Date

Richard Stack, Vice President  
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu  
Planning Department, City and County of Honolulu

*\* Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.*

## **DESCRIPTION OF APARTMENTS**

The Project contains twenty-five (25) different types of Residential Apartments (including some reverse plans), designated in the Declaration and on the Condominium Map as Types 1M, 1M-R, 1CM, 1CM-R, 1CO, 1CO-R, 2OA, 2OB, 2CEA, 2CEB, 2E, 2MA, 2MB, 2O, 2O-R, 2O-SL, 2O-SL-R, 2O-RL, 2O-RL-R, 2O-LL, 2O-LL-R, 3C, 3C-R, PH and PH-R. There are 352 Residential Apartments. The Project also includes a single Commercial Apartment designated in the Declaration and on the Condominium Map as “Commercial”.

The Residential Apartments are located on floors numbered 6 through 43, inclusive (there is no floor numbered 13) and the Commercial Apartment is located on Parking Level 1. Floors numbered 6 through 43 contain varying numbers and types of Residential Apartments, as shown on the Condominium Map.

The first digit of each three-digit Apartment number and the first two digits of each four-digit Apartment number indicate the number of the Apartment’s floor. For example, Apartment 601 is located on floor number 6, and Apartment 4301 is located on floor number 43.

The first digit of each Residential Apartment’s Type indicates the number of bedrooms for that Apartment Type. For example, Apartments of Type 1M have one (1) bedroom, Apartments of type 2OA have two (2) bedrooms, and Apartments of Type 3C have three (3) bedrooms.

The different types of Apartments are more particularly described as follows:

**TYPES 1M and 1M-R APARTMENTS:** The Project contains five (5) Type 1M and five (5) Type 1M-R Apartments. Each Type 1M and 1M-R Apartment includes one (1) bedroom, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 1M and 1M-R Apartment is 672 square feet.

**TYPE 1CM and 1CM-R APARTMENTS:** The Project contains fifteen (15) Type 1CM Apartments and fifteen (15) Type 1CM-R Apartments. Each Type 1CM and 1CM-R Apartment includes one (1) bedroom, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 1CM and 1CM-R Apartment is 680 square feet.

**TYPE 1CO and 1CO-R APARTMENTS:** The Project contains fifteen (15) Type 1CO Apartments and fifteen (15) Type 1CO-R Apartments. Each Type 1CO and 1CO-R Apartment includes one (1) bedroom, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 1CO and 1CO-R Apartment is 676 square feet.

**TYPE 2OA APARTMENTS:** The Project contains ten (10) Type 2OA Apartments. Each Type 2OA Apartment includes two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 2OA Apartment is 878 square feet.

### **EXHIBIT “A”**

**TYPE 2OB APARTMENTS:** The Project contains ten (10) Type 2OB Apartments. Each Type 2OB Apartment includes two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 2OB Apartment is 888 square feet.

**TYPE 2CEA APARTMENTS:** The Project contains five (5) Type 2CEA Apartments. Each Type 2CEA Apartment includes two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 2CEA Apartment is 789 square feet.

**TYPE 2CEB APARTMENTS:** The Project contains five (5) Type 2CEB Apartments. Each Type 2CEB Apartment includes two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 2CEB Apartment is 782 square feet.

**TYPE 2E APARTMENTS:** The Project contains thirty (30) Type 2E Apartments. Each Type 2E Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. The approximate net living area of each Type 2E Apartment is 1,054 square feet.

**TYPE 2MA APARTMENTS:** The Project contains thirty (30) Type 2MA Apartments. Each Type 2MA Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. The approximate net living area of each Type 2MA Apartment is 943 square feet.

**TYPE 2MB APARTMENTS:** The Project contains thirty (30) Type 2MB Apartments. Each Type 2MB Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. The approximate net living area of each Type 2MB Apartment is 940 square feet.

**TYPE 2O and 2O-R APARTMENTS:** The Project contains twenty-seven (27) Type 2O and twenty-seven (27) Type 2O-R Apartments. Each Type 2O and 2O-R Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. The approximate net living area of each Type 2O and 2O-R Apartment is 1,022 square feet.

**TYPE 2O-SL and 2O-SL-R APARTMENTS:** The Project contains sixteen (16) Type 2O-SL and sixteen (16) Type 2O-SL-R Apartments. Each Type 2O-SL and 2O-SL-R Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining area and a lanai. The approximate net living area of each Type 2O-SL and 2O-SL-R Apartment is 996 square feet and the approximate lanai area of each Type 2O-SL and 2O-SL-R Apartment is 86 square feet for a combined area (net living and lanai) of approximately 1,082 square feet.

**TYPE 2O-RL and 2O-RL-R APARTMENTS:** The Project contains eleven (11) Type 2O-RL and eleven (11) Type 2O-RL-R Apartments. Each Type 2O-RL and 2O-RL-R Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining area and a lanai. The approximate net living area of each Type 2O-RL and 2O-RL-R Apartment is 1,018 square feet and the approximate lanai area of each Type 2O-RL and 2O-RL-R Apartment is 131 square feet for a combined area (net living and lanai) of approximately 1,149 square feet.



**TYPE 2O-LL and 2O-LL-R APARTMENTS:** The Project contains eight (8) Type 2O-LL and eight (8) Type 2O-LL-R Apartments. Each Type 2O-LL and 2O-LL-R Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining area and a lanai. The approximate net living area of each Type 2O-LL and 2O-LL-R Apartment is 1,022 square feet and the approximate lanai area of each Type 2O-LL and 2O-LL-R Apartment is 60 square feet for a combined area (net living and lanai) of approximately 1,082 square feet.

**TYPE 3C and 3C-R APARTMENTS:** The Project contains eighteen (18) Type 3C and eighteen (18) Type 3C-R Apartments. Each Type 3C and 3C-R Apartment includes three (3) bedrooms, two (2) bathrooms, a kitchen, a living/dining area, a den and a lanai. The approximate net living area of each Type 3C and 3C-R Apartment is 1,401 square feet and the approximate lanai area of each Type 3C and 3C-R Apartment is 103 square feet for a combined area (net living and lanai) of approximately 1,504 square feet.

**TYPE PH and PH-R APARTMENTS:**

The Project contains one (1) Type PH Apartment and one (1) Type PH-R Apartment. The Type PH and PH-R Apartments are being sold with no interior improvements. The purchasers of the Type PH and PH-R Apartments will have the right, at the purchasers' sole cost and expense, to improve the interior of the Apartments in accordance with plans provided by a registered Hawaii architect and first approved in writing by the Developer. The anticipated approximate net living area of the PH and PH-R Apartments is 2,140 square feet each and the approximate lanai area of the Type PH and PH-R Apartments is 276 each for a combined area (net living and lanai) of approximately 2,416 square feet for each Apartment.

**COMMERCIAL APARTMENT:**

The Project contains one (1) Commercial Apartment. The Commercial Apartment consists of two unfinished spaces separated by a corridor and located on Parking Level 1 of the Building. The Condominium Map depicts the larger portion of the Commercial Apartment as consisting of five spaces separated by interior walls. The boundaries of the Commercial Apartment are more particularly described in paragraph 3.6 of the Declaration. The approximate net floor area of the Commercial Apartment is 8,022 square feet.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
601	1CM	680	--	5030*	0.1945%
602	1CO	676	--	5029*	0.1934%
603	2OA	878	--	5028*	0.2512%
604	1M	672	--	5027*	0.1922%
605	2OB	888	--	5026*	0.2540%
606	2CEA	789	--	5025*	0.2257%
607	2OA	878	--	5024*	0.2512%
608	2CEB	782	--	5023*	0.2237%
609	1M-R	672	--	5022*	0.1922%
610	2OB	888	--	5021*	0.2540%
611	1CO-R	676	--	5020*	0.1934%
612	1CM-R	680	--	5019*	0.1945%
701	1CM	680	--	5016*	0.1945%
702	1CO	676	--	5015*	0.1934%
703	2OA	878	--	5014*	0.2512%
704	1M	672	--	5013*	0.1922%
705	2OB	888	--	5012*	0.2540%
706	2CEA	789	--	5011*	0.2257%
707	2OA	878	--	5010*	0.2512%
708	2CEB	782	--	5009*	0.2237%
709	1M-R	672	--	5008*	0.1922%
710	2OB	888	--	5007*	0.2540%
711	1CO-R	676	--	5006*	0.1934%
712	1CM-R	680	--	5003*	0.1945%
801	1CM	680	--	5060*	0.1945%
802	1CO	676	--	5061*	0.1934%
803	2OA	878	--	5062*	0.2512%
804	1M	672	--	5063*	0.1922%
805	2OB	888	--	5059*	0.2540%
806	2CEA	789	--	5058*	0.2257%
807	2OA	878	--	5057*	0.2512%
808	2CEB	782	--	5056*	0.2237%
809	1M-R	672	--	5055*	0.1922%
810	2OB	888	--	5054*	0.2540%
811	1CO-R	676	--	5053*	0.1934%
812	1CM-R	680	--	5033*	0.1945%
901	1CM	680	--	5082*	0.1945%
902	1CO	676	--	5081*	0.1934%
903	2OA	878	--	5083*	0.2512%

**EXHIBIT "A"**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
904	1M	672	--	5080*	0.1922%
905	2OB	888	--	5084*	0.2540%
906	2CEA	789	--	5085*	0.2257%
907	2OA	878	--	5031*	0.2512%
908	2CEB	782	--	5032*	0.2237%
909	1M-R	672	--	5036*	0.1922%
910	2OB	888	--	5037*	0.2540%
911	1CO-R	676	--	5070	0.1934%
912	1CM-R	680	--	5103*	0.1945%
1001	1CM	680	--	5112*	0.1945%
1002	1CO	676	--	5113*	0.1934%
1003	2OA	878	--	5114*	0.2512%
1004	1M	672	--	5115*	0.1922%
1005	2OB	888	--	5064*	0.2540%
1006	2CEA	789	--	5065*	0.2257%
1007	2OA	878	--	5068*	0.2512%
1008	2CEB	782	--	5067*	0.2237%
1009	1M-R	672	--	5066*	0.1922%
1010	2OB	888	--	5018*	0.2540%
1011	1CO-R	676	--	5042*	0.1934%
1012	1CM-R	680	--	5017*	0.1945%
1101	1CM	680	--	5090*	0.1945%
1102	1CO	676	--	5077	0.1934%
1103	2O	1,022	--	4018*, 4019*	0.2924%
1104	2MA	943	--	5038*, C5039*	0.2698%
1105	2O-R	1,022	--	4010*, 4011*	0.2924%
1106	2O	1,022	--	4020*, 4021*	0.2924%
1107	2E	1,054	--	4029*	0.3015%
1108	2MB	940	--	5052*	0.2689%
1109	2O-R	1,022	--	4008*, 4009*	0.2924%
1110	1CO-R	676	--	4017*	0.1934%
1111	1CM-R	680	--	4012*	0.1945%
1201	1CM	680	--	5040*	0.1945%
1202	1CO	676	--	5044*	0.1934%
1203	2O	1,022	--	4013*, 4014*	0.2924%
1204	2MA	943	--	T5072, T5050*	0.2698%
1205	2O-R	1,022	--	5045*, 5046*	0.2924%
1206	2O	1,022	--	5047*, 5048*	0.2924%
1207	2E	1,054	--	5108*	0.3015%
1208	2MB	940	--	5034*	0.2689%

**EXHIBIT "A"**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
1209	2O-R	1,022	--	5079*, 5078	0.2924%
1210	1CO-R	676	--	5004*	0.1934%
1211	1CM-R	680	--	5005*	0.1945%
1401	1CM	680	--	4007*	0.1945%
1402	1CO	676	--	4022*	0.1934%
1403	2O	1,022	--	4004*, 4005*	0.2924%
1404	2MA	943	--	4015*, 4016*	0.2698%
1405	2O-R	1,022	--	4024*, 4025*	0.2924%
1406	2O	1,022	--	4002*, 4003*	0.2924%
1407	2E	1,054	--	4130	0.3015%
1408	2MB	940	--	5087*	0.2689%
1409	2O-R	1,022	--	4026*, 4027*	0.2924%
1410	1CO-R	676	--	4023*	0.1934%
1411	1CM-R	680	--	4006*	0.1945%
1501	3C	1,401	103	5074, 5075	0.4008%
1502	2O	1,022	--	T5043*, T5073	0.2924%
1503	2MA	943	--	5104*, 5105*	0.2698%
1504	2O-R	1,022	--	4117, 4118	0.2924%
1505	2O	1,022	--	5091*, 5092*	0.2924%
1506	2E	1,054	--	4136	0.3015%
1507	2MB	940	--	4076	0.2689%
1508	2O-R	1,022	--	5101*, 5102*	0.2924%
1509	3C-R	1,401	103	4034, 4033	0.4008%
1601	1CM	680	--	5069	0.1945%
1602	1CO	676	--	5049*	0.1934%
1603	2O	1,022	--	5093*, 5094*	0.2924%
1604	2MA	943	--	5002*, 5001*	0.2698%
1605	2O-R	1,022	--	5095*, 5096*	0.2924%
1606	2O	1,022	--	5098*, 5097*	0.2924%
1607	2E	1,054	--	4135	0.3015%
1608	2MB	940	--	4059	0.2689%
1609	2O-R	1,022	--	5099*, 5100*	0.2924%
1610	1CO-R	676	--	5041*	0.1934%
1611	1CM-R	680	--	4028*	0.1945%
1701	1CM	680	--	4001*	0.1945%
1702	1CO	676	--	4053	0.1934%
1703	2O	1,022	--	4035, 4036	0.2924%
1704	2MA	943	--	C4105, 4106	0.2698%
1705	2O-R	1,022	--	4077, 4078	0.2924%
1706	2O	1,022	--	4041, 4042	0.2924%

**EXHIBIT "A"**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
1707	2E	1,054	--	1017	0.3015%
1708	2MB	940	--	1046	0.2689%
1709	2O-R	1,022	--	T4101, T4064	0.2924%
1710	1CO-R	676	--	4115	0.1934%
1711	1CM-R	680	--	4107	0.1945%
1801	1CM	680	--	4094	0.1945%
1802	1CO	676	--	4054	0.1934%
1803	2O	1,022	--	T4104, T4061	0.2924%
1804	2MA	943	--	C1032, 1031	0.2698%
1805	2O-R	1,022	--	T4103, T4062	0.2924%
1806	2O	1,022	--	T4102, T4063	0.2924%
1807	2E	1,054	--	1034, C1033	0.3015%
1808	2MB	940	--	1086	0.2689%
1809	2O-R	1,022	--	T4099, T4072	0.2924%
1810	1CO-R	676	--	4110	0.1934%
1811	1CM-R	680	--	4116	0.1945%
1901	1CM	680	--	4088	0.1945%
1902	1CO	676	--	4125	0.1934%
1903	2O-SL	996	86	4048, 4047	0.2849%
1904	2MA	943	--	C1064, 1065	0.2698%
1905	2O-SL-R	996	86	4045, 4046	0.2849%
1906	2O-SL	996	86	4065, 4066	0.2849%
1907	2E	1,054	--	4052, 4051	0.3015%
1908	2MB	940	--	4095	0.2689%
1909	2O-SL-R	996	86	4067, 4068	0.2849%
1910	1CO-R	676	--	4089	0.1934%
1911	1CM-R	680	--	4083	0.1945%
2001	1CM	680	--	1063	0.1945%
2002	1CO	676	--	1030	0.1934%
2003	2O-SL	996	86	4032, 4031	0.2849%
2004	2MA	943	--	T4098, T4073	0.2698%
2005	2O-SL-R	996	86	4119, 4120	0.2849%
2006	2O-SL	996	86	4108, 4109	0.2849%
2007	2E	1,054	--	4069, 4070	0.3015%
2008	2MB	940	--	4122	0.2689%
2009	2O-SL-R	996	86	4055, 4056	0.2849%
2010	1CO-R	676	--	1052	0.1934%
2011	1CM-R	680	--	1100	0.1945%
2101	1CM	680	--	1040	0.1945%
2102	1CO	676	--	1041	0.1934%

**EXHIBIT "A"**



Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
2103	2O-SL	996	86	4043, 4044	0.2849%
2104	2MA	943	--	T4097, T4074	0.2698%
2105	2O-SL-R	996	86	4057, 4058	0.2849%
2106	2O-SL	996	86	4111, 4112	0.2849%
2107	2E	1,054	--	4039, 4040	0.3015%
2108	2MB	940	--	4123	0.2689%
2109	2O-SL-R	996	86	4113, 4114	0.2849%
2110	1CO-R	676	--	1025	0.1934%
2111	1CM-R	680	--	1024	0.1945%
2201	3C	1,401	103	4037, 4038	0.4008%
2202	2O-SL	996	86	4126, 4127	0.2849%
2203	2MA	943	--	4092, 4093	0.2698%
2204	2O-SL-R	996	86	4081, 4082	0.2849%
2205	2O-SL	996	86	4138, 4139	0.2849%
2206	2E	1,054	--	4079, 4080	0.3015%
2207	2MB	940	--	4132	0.2689%
2208	2O-SL-R	996	86	T4100, T4071	0.2849%
2209	3C-R	1,401	103	4128, 4129	0.4008%
2301	3C	1,401	103	1061, 1062	0.4008%
2302	2O	1,022	--	1005, 1006	0.2924%
2303	2MA	943	--	1001, 1002	0.2698%
2304	2O-R	1,022	--	2103, 2102	0.2924%
2305	2O	1,022	--	1009, 1010	0.2924%
2306	2E	1,054	--	3110, C3111	0.3015%
2307	2MB	940	--	1003	0.2689%
2308	2O-R	1,022	--	1011, 1012	0.2924%
2309	3C-R	1,401	103	1074, 1075	0.4008%
2401	3C	1,401	103	1066, 1067	0.4008%
2402	2O	1,022	--	1098, 1099	0.2924%
2403	2MA	943	--	1096, 1097	0.2698%
2404	2O-R	1,022	--	1094, 1095	0.2924%
2405	2O	1,022	--	1014, 1015	0.2924%
2406	2E	1,054	--	1018, 1019	0.3015%
2407	2MB	940	--	1020	0.2689%
2408	2O-R	1,022	--	1022, 1023	0.2924%
2409	3C-R	1,401	103	1068, 1069	0.4008%
2501	3C	1,401	103	1070, 1071	0.4008%
2502	2O	1,022	--	1038, A1037	0.2924%
2503	2MA	943	--	1050, 1051	0.2698%
2504	2O-R	1,022	--	1039, A1036	0.2924%

**EXHIBIT "A"**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
2505	2O	1,022	--	1042, 1043	0.2924%
2506	2E	1,054	--	1013, 1035	0.3015%
2507	2MB	940	--	1048, 1049	0.2689%
2508	2O-R	1,022	--	1044, 1045	0.2924%
2509	3C-R	1,401	103	1072, 1073	0.4008%
2601	1CM	680	--	3109	0.1945%
2602	1CO	676	--	3093	0.1934%
2603	2O	1,022	--	1080, 1081	0.2924%
2604	2MA	943	--	1082, 1083	0.2698%
2605	2O-R	1,022	--	1084, 1085	0.2924%
2606	2O	1,022	--	1088, 1089	0.2924%
2607	2E	1,054	--	1090, 1091	0.3015%
2608	2MB	940	--	C3097, 3098	0.2689%
2609	2O-R	1,022	--	1028, 1029	0.2924%
2610	1CO-R	676	--	2014	0.1934%
2611	1CM-R	680	--	2085	0.1945%
2701	3C	1,401	103	1076, 1077	0.4008%
2702	2O-SL	996	86	1055, 1056	0.2849%
2703	2MA	943	--	1057, 1058	0.2698%
2704	2O-SL-R	996	86	1059, 1060	0.2849%
2705	2O-SL	996	86	1027, 1026	0.2849%
2706	2E	1,054	--	C3131, 3130	0.3015%
2707	2MB	940	--	1008, 1007	0.2689%
2708	2O-SL-R	996	86	4084, 4085	0.2849%
2709	3C-R	1,401	103	4086, 4087	0.4008%
2801	3C	1,401	103	3043, 3044	0.4008%
2802	2O-SL	996	86	3019, 3020	0.2849%
2803	2MA	943	--	3123, 3122	0.2698%
2804	2O-SL-R	996	86	3021, 3022	0.2849%
2805	2O-SL	996	86	3023, 3024	0.2849%
2806	2E	1,054	--	3060, C3059	0.3015%
2807	2MB	940	--	3003, 3004	0.2689%
2808	2O-SL-R	996	86	3025, 3026	0.2849%
2809	3C-R	1,401	103	4090, 4091	0.4008%
2901	3C	1,401	103	3133, 3132	0.4008%
2902	2O-SL	996	86	3015, 3016	0.2849%
2903	2MA	943	--	1092, 1093	0.2698%
2904	2O-SL-R	996	86	3017, 3018	0.2849%
2905	2O-SL	996	86	3027, 3028	0.2849%
2906	2E	1,054	--	1053, 1054	0.3015%

**EXHIBIT "A"**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
2907	2MB	940	--	3007, 3008	0.2689%
2908	2O-SL-R	996	86	3049, 3050	0.2849%
2909	3C-R	1,401	103	3125, 3126	0.4008%
3001	3C	1,401	103	3034, 3035	0.4008%
3002	2O-SL	996	86	3036, 3037	0.2849%
3003	2MA	943	--	3038, 3039	0.2698%
3004	2O-SL-R	996	86	3002, 3001	0.2849%
3005	2O-SL	996	86	1078, 1079	0.2849%
3006	2E	1,054	--	C3074, 3073	0.3015%
3007	2MB	940	--	3040, 3041	0.2689%
3008	2O-SL-R	996	86	3045, 3046	0.2849%
3009	3C-R	1,401	103	3058, 3057	0.4008%
3101	3C	1,401	103	3051, 3052	0.4008%
3102	2O	1,022	--	3105, 3106	0.2924%
3103	2MA	943	--	3009, 3010	0.2698%
3104	2O-R	1,022	--	3055, 3056	0.2924%
3105	2O	1,022	--	2107, 2106	0.2924%
3106	2E	1,054	--	C3118, 3119	0.3015%
3107	2MB	940	--	3012, 3011	0.2689%
3108	2O-R	1,022	--	3032, 3033	0.2924%
3109	3C-R	1,401	103	3103, 3104	0.4008%
3201	3C	1,401	103	3120, 3121	0.4008%
3202	2O-RL	1,018	131	3006, 3005	0.2912%
3203	2MA	943	--	3013, 3014	0.2698%
3204	2O-R	1,022	--	3107, 3108	0.2924%
3205	2O	1,022	--	2101, 2100	0.2924%
3206	2E	1,054	--	3114, 3115	0.3015%
3207	2MB	940	--	3101, 3102	0.2689%
3208	2O-RL-R	1,018	131	3112, 3113	0.2912%
3209	3C-R	1,401	103	3117, 3116	0.4008%
3301	3C	1,401	103	3094, 3095	0.4008%
3302	2O-RL	1,018	131	3066, 3067	0.2912%
3303	2MA	943	--	3068, 3069	0.2698%
3304	2O-R	1,022	--	3071, 3072	0.2924%
3305	2O	1,022	--	3075, 3076	0.2924%
3306	2E	1,054	--	3090, A3091	0.3015%
3307	2MB	940	--	3077, 3078	0.2689%
3308	2O-RL-R	1,018	131	2034, 2033	0.2912%
3309	3C-R	1,401	103	3127, 3128	0.4008%
3401	3C	1,401	103	3080, 3079	0.4008%

**EXHIBIT "A"**



Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
3402	2O-RL	1,018	131	2099, 2098	0.2912%
3403	2MA	943	--	3088, 3089	0.2698%
3404	2O-R	1,022	--	3129, A3092	0.2924%
3405	2O	1,022	--	3082, 3083	0.2924%
3406	2E	1,054	--	3084, 3085	0.3015%
3407	2MB	940	--	3086, 3087	0.2689%
3408	2O-RL-R	1,018	131	2005, 2006	0.2912%
3409	3C-R	1,401	103	2013, 2029	0.4008%
3501	3C	1,401	103	2021, 2022	0.4008%
3502	2O-RL	1,018	131	2007, 2008	0.2912%
3503	2MA	943	--	C2040, 2039	0.2698%
3504	2O-LL-R	1,022	60	2001, 2002	0.2924%
3505	2O-LL	1,022	60	2009, 2010	0.2924%
3506	2E	1,054	--	2122, A2074	0.3015%
3507	2MB	940	--	2056, C2055	0.2689%
3508	2O-RL-R	1,018	131	2003, 2004	0.2912%
3509	3C-R	1,401	103	2011, 2012	0.4008%
3601	3C	1,401	103	2019, 2020	0.4008%
3602	2O-RL	1,018	131	2053, 2054	0.2912%
3603	2MA	943	--	C2124, 2123	0.2698%
3604	2O-LL-R	1,022	60	2075, 2076	0.2924%
3605	2O-LL	1,022	60	2077, 2052	0.2924%
3606	2E	1,054	--	2105, C2104	0.3015%
3607	2MB	940	--	C2083, 2084	0.2689%
3608	2O-RL-R	1,018	131	3061, 3042	0.2912%
3609	3C-R	1,401	103	2037, 2038	0.4008%
3701	3C	1,401	103	2027, 2028	0.4008%
3702	2O-RL	1,018	131	2025, 2026	0.2912%
3703	2MA	943	--	2042, 2041	0.2698%
3704	2O-LL-R	1,022	60	2023, 2024	0.2924%
3705	2O-LL	1,022	60	2080, 2043	0.2924%
3706	2E	1,054	--	2081, 2082	0.3015%
3707	2MB	940	--	2086, 2087	0.2689%
3708	2O-RL-R	1,018	131	2035, 2036	0.2912%
3709	3C-R	1,401	103	2030, 2031	0.4008%
3801	3C	1,401	103	2088, 2089	0.4008%
3802	2O-RL	1,018	131	2090, 2032	0.2912%
3803	2MA	943	--	2091, 2092	0.2698%
3804	2O-LL-R	1,022	60	3099, 3100	0.2924%
3805	2O-LL	1,022	60	2057, 2058	0.2924%

**EXHIBIT "A"**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
3806	2E	1,054	--	2093, 2094	0.3015%
3807	2MB	940	--	4050, 4049	0.2689%
3808	2O-RL-R	1,018	131	3031, 3081	0.2912%
3809	3C-R	1,401	103	3029, 3030	0.4008%
3901	3C	1,401	103	2017, 2018	0.4008%
3902	2O-RL	1,018	131	2015, 2016	0.2912%
3903	2MA	943	--	2062, 2063	0.2698%
3904	2O-LL-R	1,022	60	2064, 2065	0.2924%
3905	2O-LL	1,022	60	2066, 2067	0.2924%
3906	2E	1,054	--	2068, 2069	0.3015%
3907	2MB	940	--	2070, 2061	0.2689%
3908	2O-RL-R	1,018	131	2071, 2060	0.2912%
3909	3C-R	1,401	103	2072, 2059	0.4008%
4001	2O-RL	1,018	131	2048, 2049	0.2912%
4002	2MA	943	--	2046, 2047	0.2698%
4003	2O-LL-R	1,022	60	2128, 2129	0.2924%
4004	2O-LL	1,022	60	2127, 2126	0.2924%
4005	2E	1,054	--	2121, 2120	0.3015%
4006	2MB	940	--	2125, A2073	0.2689%
4007	2O-RL-R	1,018	131	2118, 2119	0.2912%
4101	2O-RL	1,018	131	2116, 2117	0.2912%
4102	2MA	943	--	2114, 2115	0.2698%
4103	2O-LL-R	1,022	60	2112, 2113	0.2924%
4104	2O-LL	1,022	60	2110, 2111	0.2924%
4105	2E	1,054	--	T3096, T3070	0.3015%
4106	2MB	940	--	2109, 2108	0.2689%
4107	2O-RL-R	1,018	131	2095, 2096	0.2912%
4201	2O-RL	1,018	131	3062, 3063	0.2912%
4202	2O-LL-R	1,022	60	3048, 3053	0.2924%
4203	2O-LL	1,022	60	3047, 3054	0.2924%
4204	2O-RL-R	1,018	131	3064, 3065	0.2912%
4301	PH	2,140	276	T2078, T2051, 2050	0.6122%
4302	PH-R	2140	276	1004, C1016, 1021, C1047, C1087, T2079, T2044, 2045, 2097, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138,	0.6122%

**EXHIBIT "A"**  
**Page 12 of 14**

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
(4302 Continued)				2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, C3124, 4030*, C4060, C4075, C4096, C4121, 4124, 4131, 4133, C4134, 4137, 4140, 5035*, C5051*, C5071, C5076, C5086*, 5088*, 5089*, C5106*, 5107*, C5109*, 5110*, 5111*	
C-1	Commercial	8,022	--	R01, R02, R03, R04, R05, R06, R07, R08, R09, R10, R11, R12, R13, R14, R15, R16, RA17, RA18, R19, R20, R21, R22, R23, R24, R25, R26, R27, R28, R29, R30, R31, R32, R33, R34, R35, R36	2.2916%

**TOTAL: 100.0000%**

**\*\*APARTMENT AREAS**

The areas for the Residential Apartments reported above are “net living areas” measured in accordance with paragraph 3.2 of the Declaration. The area for the Commercial Apartment reported above is “net floor area” measured in accordance with paragraph 3.3 of the Declaration.

**COMMON INTERESTS**

The common interest for each Apartment was determined by dividing the Apartment’s approximate net living (or floor) area (excluding lanais) by the approximate aggregate net living (and floor) area of all of the Apartments, then rounding the resulting fraction and

**EXHIBIT “A”**

converting the fraction into a percentage. The common interest appurtenant to the Commercial Apartment was reduced by 0.0032% so that the aggregate common interest appurtenant to all of the Apartments equals 100%.

**COMMON ELEMENT AND LIMITED COMMON ELEMENT  
PARKING STALLS**

Assigned parking stalls whose numbers are followed by an "\*" are uncovered or partially uncovered. All other assigned parking stalls are covered. The letter "C" preceding a parking stall number indicates a compact sized stall. The letter "T" preceding a parking stall number indicates a tandem stall. The letter "A" preceding a parking stall number indicates a handicap-accessible stall. All other stalls are standard sized.

In addition to the assigned limited common element parking stalls, the Project contains twenty-three (23) covered guest parking stalls located on Parking Level 3, and numbered G301 through G322 and GA323 (which is a handicap accessible guest stall).

The Project also contains, on Parking Level 1, one (1) limited common element loading stall assigned to the Commercial Apartment, designated on the Condominium Map as "RL3", two (2) limited common element loading stalls assigned to the Residential Apartments as a group and designated on the Condominium Map as "L1" and "L2", and one common element handicap-accessible parking stall reserved for the manager and other Association employees, designated on the Condominium Map as "A1101".

Apartment Owners may transfer assigned limited common element parking stalls pursuant to the Declaration, provided that each Apartment shall always have at least one (1) parking stall as an appurtenant limited common element. Under certain circumstances described in paragraph 9.2 of the Declaration, the Owner of an Apartment to which a handicap-accessible parking stall is assigned may be required to transfer such stall to another Apartment in exchange for a non-handicap-accessible stall.

## **BOUNDARIES OF APARTMENTS**

Each Residential Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, including floor coverings, (iii) any doors and door frames, windows or panels along the perimeters, window frames, (iv) all fixtures originally installed therein, and (v) the decorated or finished surface of the floor, walls (if any) and ceiling of the lanai(s) appurtenant to the Apartment, the railing (if any) of such lanai(s) and the lanai air space. The respective Apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the party walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through such Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as provided in the Declaration.

The Commercial Apartment consists of two (2) enclosed spaces separated by a corridor as shown on the Condominium Map. The larger of the two spaces is shown on the Condominium Map as divided into five smaller spaces by interior walls, although this interior configuration may be changed by the owner of the Commercial Apartment. The Commercial Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within the perimeter walls of each of its components, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, (iii) any doors and door frames in the perimeter walls, and (iv) all fixtures originally installed therein. The Commercial Apartment shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls or the interior load-bearing walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each component of the Commercial Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through the Commercial Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as provided in the Declaration.

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

The approximate areas of the Residential Apartments set forth in Exhibit "A" attached to this Public Report are "net living areas" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Residential Apartments set forth in Exhibit "A" are not exact but are approximations based on the floor plans of each type of Residential Apartment. The measurements of the Residential Apartments set forth in Exhibit "A" may not follow the designation of the limits of the Residential Apartments (the legally designated areas of the Residential Apartments) set forth above and in the Declaration,

### **EXHIBIT "B"**

and the net living areas set forth in Exhibit "A" may be greater than the floor areas of the Residential Apartments as so designated and described in the Declaration.

The approximate area of the Commercial Apartment set forth in Exhibit "A" attached to this Public Report is "net floor area" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The area of the Commercial Apartment set forth in Exhibit "A" is not exact but is an approximation based on the floor plans of the unimproved Commercial Apartment. The interior of the Commercial Apartment may be configured differently than shown on the Condominium Map and the aggregate floor areas of the various spaces comprising the Commercial Apartment may be less than the net floor area of the Commercial Apartment set forth in Exhibit "A".

## **PERMITTED ALTERATIONS**

The development and use of the Project are subject to the terms of the Hawaii Community Development Authority's Mauka Area Rules for the Kakaako Community Development District (the "Mauka Area Rules"). Accordingly, no alterations or additions to any Apartment or limited common element may be made that is prohibited by the Mauka Area Rules or by any special permits or agreements to which the development and/or use of the Project is subject.

Subject to the provisions of the Declaration, Chapter 514A of the Hawaii Revised Statutes (the "Act"), the Mauka Area Rules and applicable zoning, and except as otherwise provided in the Bylaws, no Owner of an Apartment shall, without the prior written approval of the Board of Directors of the Association (the "Board") and, make any structural alterations in or additions to his Apartment or make any alterations in or additions to the exterior of his Apartment (including painting, installing or altering awnings, jalousies and screens) or to the common elements.

Except as otherwise provided in the Declaration, the Bylaws or the Mauka Area Rules, an Owner may make non-structural alterations and additions solely within his Apartment, or solely within a limited common element appurtenant to and for the exclusive use of his Apartment, at the Owner's sole cost and expense, provided that such alterations or additions do not affect any other Apartment or other common elements or change the exterior or appearance of the Project, and provided, further, that any building permit required for such alterations or additions is first duly obtained and filed with the Board and the proposed alteration or addition will not adversely affect the Project's insurance rating or premiums.

No Apartment Owner shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of the Building or protruding through the walls, windows or roofs thereof.

No Apartment Owner shall, without the prior written approval of the Board, make any structural modifications, changes, additions or alterations to the Apartment's lanai or add any awnings, sunscreens, louvers, exhaust vents, wind baffles, drain, door, window, panel or otherwise partially or wholly enclose the lanai. The Board may withhold its approval based upon the terms of the Declaration, the terms of the Mauka Area Rules, the effect such proposed modifications, changes, additions or alterations may have on the appearance of the lanai and the Building, and based upon considerations of applicable zoning and requirements and the terms of any permits or authorizations pursuant to which the Project has been designed and constructed and any declarations of covenants or restrictions now or hereafter recorded against the Project in accordance with the requirements of such permits or authorizations.

It is intended that the exterior of the Project present a uniform appearance. To effect that end, all interior window coverings (including curtains, drapes and screens of any kind) visible from outside of the Apartment shall include a backing of a type, color and appearance approved

### **EXHIBIT "C"**

#### **Page 1 of 3**



by the Board. In addition, Owners may not, without the prior written approval of the Board, apply any substance, material or process to the exterior or interior surfaces of the Apartment's windows that may alter the exterior color, appearance or reflectivity of the windows.

To minimize ambient noise at the Project, and for the comfort and enjoyment of all Owners, an Apartment Owner who wishes to change the floor covering on any floor areas within the Apartment must first provide written evidence to the Board that the new floor covering will have underlying sound absorbent material capable of mitigating sound transmission with a minimum Impact Isolation Class rating of IIC-50 or such other rating as the Board shall have determined is required to prevent unreasonable sound transmission through the type of flooring that will be installed. The Board shall have the right to require that any new floor covering installed without the Board's prior written approval shall be removed at the Apartment Owner's expense.

The Owner of any two or more adjacent Apartments separated by a common element wall may alter or remove all or portions of such wall if the structural integrity of the Building is not thereby affected and if the finish of the remaining common element(s) is restored to a condition substantially comparable to that of the common element prior to such alterations. Such alteration shall require only the written approval of the Board, including the Board's approval of the Owner's plans for such alteration, together with the approval of the holders of first mortgages on all Apartments affected by such alteration, and the approval of the appropriate agencies of the State of Hawaii and/or the City and County of Honolulu if such agencies so require. The Board's approval may be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. Such alteration may be undertaken without an amendment to the Bylaws or to the Declaration or the filing of a complete set of floor plans of the Project as so altered. If, in the reasonable judgment of the Board, the alterations or additions are substantial in nature, the Board may require that the Owner of the Apartments affected provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the Owner obtain a performance and lien payment bond, naming as obligees the Board, the Association and all Apartment Owners and their mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. Prior to the termination of the common ownership of any such adjacent Apartments, the Owner of such Apartments shall be obligated to restore the intervening wall between the Apartments to substantially the same condition in which the wall existed prior to its alteration or removal.

Notwithstanding anything to the contrary contained in the Bylaws, the Declaration or the Rules and Regulations, Owners with disabilities shall be permitted to make reasonable modifications to their Apartments and/or common elements, at their expense (including the cost of obtaining any bonds required by the Declaration, these Bylaws or the Act), if such modifications are necessary to enable them to use and enjoy their Apartments and/or the common elements, as the case may be, provided that any Owner with a disability desiring to make such modifications shall make such request, in writing, to the Board of Directors. That

**EXHIBIT "C"**



request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. The Board of Directors shall not unreasonably withhold or delay their consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required in order to consider such request, whichever shall last occur.

Article VIII of the Bylaws contains additional information regarding alterations to the Apartments, the common elements and the limited common elements.

## COMMON ELEMENTS

The common elements consist of all portions of the Project other than the Apartments, including specifically, but not limited to:

- (a) The land of the Project (the "Land"), in fee simple, and any easements appurtenant thereto;
- (b) The limited common elements described in paragraph 5 of the Declaration;
- (c) All foundations, columns, girders, beams, supports, perimeter walls, load-bearing walls, roofs, stairs and stairways, elevator cars, shafts, doors and related equipment, pumps, ducts, pipes, wires, conduits, or other utility or service lines located outside of the Apartments and which are utilized for or serve more than one Apartment, and generally all equipment, apparatus, installations and personal property existing for common use in any part of the Building or located on the Land;
- (d) All pipes, wires, ducts, conduits or other utility or service lines running through an Apartment which are utilized by or serve more than one Apartment;
- (e) All recreational facilities and other amenities of the Project, including, but not limited to, the swimming pool, the recreational area with swimming pool, showers, kitchenette and restrooms located on Level 4;
- (f) All lobbies, elevators, driveways and other common ways, all covered and uncovered parking and loading spaces, all storage areas not located within an Apartment, all landscaping, courtyards, fences, gates, retaining walls, mailboxes, trash areas, utility, communication, telephone and maintenance rooms and facilities, accessory equipment areas, including electrical and mechanical rooms or facilities located on the Land or within the Building and serving more than one Apartment;
- (g) All other improvements on the Land that are not part of any Apartment.

## **LIMITED COMMON ELEMENTS**

The limited common elements set aside and reserved for the exclusive use of the Apartments to which they are assigned are as follows:

(a) Each Apartment shall have appurtenant thereto as limited common elements all pipes, wires, ducts, conduits or other utility or service lines located within or running through the Apartment and utilized by or serving only that Apartment.

(b) Each Residential Apartment shall have appurtenant thereto as a limited common element the parking stall(s) designated as appurtenant to the Apartment on Exhibit "C" attached to the Declaration and made a part thereof.

(c) Each Residential Apartment shall have appurtenant thereto as a limited common element the mailbox designated with the Apartment's number and located in the security area adjacent to the elevator lobby on the Building's ground floor.

(d) The Residential Apartments, as a group, shall have appurtenant thereto as limited common elements:

(i) All recreational amenities and facilities, including but not limited to the swimming pool, shower, toilets, kitchenette and related facilities, landscaping and structures in the vicinity of the swimming pool;

(ii) All parking areas, ramps and driveways except those on Parking Level 1 that serve only the Commercial Apartment and the limited common element parking stalls assigned to the Commercial Apartment, and except for the limited common element parking stalls assigned to specific Residential Apartments as described in Exhibit "C" attached to the Declaration;

(iii) All guest parking stalls, loading stalls L1 and L2 and parking stalls for employees and management;

(iv) All stairways serving any part of the Project other than Parking Level 1;

(v) All elevators and elevator lobbies and related mechanical equipment and facilities;

(vi) The entry area and lobby on Level 3, including the mail area;

(vii) All mechanical rooms and equipment providing or relating to the provision of electrical, air-conditioning, water and other utility service to all Residential Apartments or to any part of the Project other than the Commercial Apartment;

## **EXHIBIT "E"**

### **Page 1 of 2**

(viii) All other parts of the Project that serve and are intended to serve only the Residential Apartments, excluding, however, all structural components of the Building, which are common elements as provided in the Declaration.

(e) The Commercial Apartment shall have appurtenant thereto as limited common elements:

(i) All of the floor surface area of Parking Level 1 (as shown on the Condominium Map) that includes the parking stalls whose numbers begin with "R" and that is used or intended to be used for pedestrian and/or vehicular ingress and egress to and from the Commercial Apartment and its assigned parking stalls, including ramps, driveways, stairways and walkways that provide pedestrian and/or vehicular access to or from or otherwise serve only the Commercial Apartment and/or its assigned parking stalls;

(ii) Any parking kiosk, gate or other facility on Parking Level 1 and pertaining only to the Commercial Apartment and its assigned parking stalls; and

(iii) All mechanical rooms and equipment providing or relating to the provision of electrical, air-conditioning, water and other utility service only to the Commercial Apartment and its other appurtenant limited common elements.

(f) Any other common element of the Project that is rationally related to less than all of the Apartments shall be deemed a limited common element appurtenant to and for the exclusive use of the Apartment or Apartments to which such common element is rationally related as provided in paragraph 5 of the Declaration, it being the intent of paragraph 5 to apportion rights to use and obligations to repair and maintain all common elements as equitably as reasonably possible among the various Apartments, and between the Residential Apartments as a group and the Commercial Apartment.

**EXHIBIT "E"**

**ENCUMBRANCES AGAINST TITLE**

That certain Status Report dated **April 14, 2005**, issued by Title Guaranty of Hawaii, Inc., discloses that the land of the Project is subject to the following encumbrances:

1. Any and all assessments that may be due and owing under Improvement Assessment: (Hawaii Community Development Authority, State of Hawaii) District No. 1, Lot No. 91.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in unrecorded SUPPLEMENT TO DEED dated July 31, 1989, by and between PARIS REALTY U.S.A., INC., a Hawaii corporation, and MM HAWAII INVESTMENT CORPORATION, a Hawaii corporation, as contained in DEED dated July 31, 1989, recorded in Liber 23469 at Page 731.
4. Any utility lines and easements thereto that may be existing and/or as reserved in DEED from MAGOON ESTATE, LIMITED, et al. to the CITY AND COUNTY OF HONOLULU dated September 15, 1930, recorded in Liber 1057 at Page 316, as well as noted in Resolution No. 88-465 of the CITY COUNCIL of the CITY AND COUNTY OF HONOLULU, approved April 11, 1990.
5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Resolution No. 90-116 of the CITY COUNCIL of the CITY AND COUNTY OF HONOLULU adopted April 4, 1990.

The foregoing includes, but is not limited to, the following:

“provided further that the approval granted herein be subject to the planting by MM Hawaii Development Corporation within the project site of a suitable Indian Banyan Tree, Ficus Bengalensis, and that the property owner shall consult with the Arborist Committee regarding the suitability, origin and removal, and manner of relocation of the tree in implementing this condition.”

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

INSTRUMENT : AGREEMENT

DATED : August 12, 1992

RECORDED : Document No. 92-137183

PARTIES : HAWAII COMMUNITY DEVELOPMENT AUTHORITY,  
STATE OF HAWAII, “HCDA”, and KAKAAKO M-P  
DEVELOPMENT, a Hawaii limited partnership, “KMPD”

RE : development

**EXHIBIT “F”**

**Page 1 of 2**

7. Unrecorded Lease with Diamond Parking, Inc., made September 1, 1998, dated September 10, 1998, as amended by First and Second Amendments dated March 9, 2001 and June 27, 2003, respectively, and matters arising from or affecting the same.
8. Encroachments or any other matters as shown on survey map prepared by Wayne M. Teruya, Land Surveyor, with Par En, Inc., dba Park Engineering, dated June 23, 2004.
9. Any unrecorded leases and matters arising from or affecting the same.
10. Encroachments or any other matters which a survey prepared after June 23, 2004 would disclose.
11. Real Property taxes as may be due and owing. Refer to the City and County of Honolulu Director of Finances for further information.

## Estimate of Maintenance Fee Disbursements

Utilities and Services	Monthly	Annually
Electricity (common elements only)	\$9,433	\$113,196
Gas/Propane	\$200	\$2,400
Refuse	\$3,000	\$36,000
Sewer	\$8,750	\$105,000
Telephone (common elements only)	\$1,000	\$12,000
Water (cold water)	\$8,000	\$96,000
Cable (owners will be billed individually)	\$0	\$0
<b>Maintenance, Repairs Supplies</b>		
Building/Supplies/Repairs	\$1,000	\$12,000
Grounds	\$2,000	\$24,000
Pool Supplies	\$1,000	\$12,000
Elevator	\$2,500	\$30,000
Cleaning Supplies	\$800	\$9,600
Fire Systems	\$200	\$2,400
Security Equipment	\$1,000	\$12,000
Mechanical Systems	\$1,000	\$12,000
Paint	\$150	\$1,800
Pest Control	\$500	\$6,000
Window washing	\$2,800	\$33,600
Plumbing	\$300	\$3,600
Electrical	\$1,000	\$12,000
Tools	\$100	\$1,200
<b>Payroll and Benefits</b>		
Resident Manager	\$5,000	\$60,000
Rent for Mgr's Unit	\$2,500	\$30,000
Administrative Asst.	\$2,500	\$30,000
Maintenance	\$11,000	\$132,000
Janitorial/Housekeeping	\$9,000	\$108,000
Security	\$24,000	\$288,000
Health Care Insurance	\$2,400	\$28,800
Payroll Taxes	\$3,600	\$43,200
Payroll Preparation	\$200	\$2,400
Uniforms	\$150	\$1,800
Training	\$150	\$1,800
Bonuses	\$800	\$9,600
<b>Management</b>		
Audit/Tax fees	\$225	\$2,700
Legal Fees	\$300	\$3,600
Management fees	\$5,469	\$65,628
Admin. Services/Supplies	\$1,000	\$12,000
Taxes-Income	\$50	\$600
GET/Other	\$50	\$600
Condo Registration	\$122	\$1,464
Purchasing HUI	\$300	\$3,600

### Estimate of Maintenance Fee Disbursements

Utilities and Services	Monthly	Annually
<b>Insurance</b>		
Property and Liability	\$9,990	\$119,880
Worker's Comp	\$2,172	\$26,064
TDI	\$132	\$1,584
Directors and Officers	\$350	\$4,200
Bond	\$50	\$600
Flood (Zone X - not required by law)	\$0	\$0
<b>Reserves</b>	\$17,600	\$211,200
<b>TOTAL</b>	<b>\$143,843</b>	<b>\$1,726,116</b>

Apartment owners shall not be obligated for the payment of their respective shares of the common expenses until such time as the Developer files with the Real Estate commission an amended abstract providing that, commencing upon a date certain stated in the amended abstract, each apartment owner shall become obligated to pay his respective share of the common expenses.

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

**Estimate of Maintenance Fee Disbursements:** With the exception of cold water for the apartments, the estimate of fee disbursements is for maintenance of service of the Common Elements only.

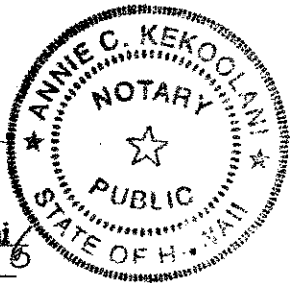
I, Emory Bush, as agent for/and/or employed by Hawaiiana Management Company, the condominium managing agent for Keola La'i condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted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

Signature *Emory Bush* Date 6-24-05

Pursuant to 514A-83.6 HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The Budget amount for Reserves is an estimate only.

Subscribed and sworn to  
Before me this 24th day  
of June 2005.

*AN*  
Notary Public, State of Hawaii  
Typed or Printed Name: Annie C. Kekoolani  
My commission expires: 02-16-06





### Estimate of Initial Maintenance Fees

Keola La'i  
(353 units)

Apartment Number	Apartment Type	Common Interest	Monthly Fee	Yearly Total
601	1CM	0.1945%	\$279.77	\$3,357.30
602	1CO	0.1934%	\$278.19	\$3,338.31
603	2OA	0.2512%	\$361.33	\$4,336.00
604	1M	0.1922%	\$276.47	\$3,317.59
605	2OB	0.2540%	\$365.36	\$4,384.33
606	2CEA	0.2257%	\$324.65	\$3,895.84
607	2OA	0.2512%	\$361.33	\$4,336.00
608	2CEB	0.2237%	\$321.78	\$3,861.32
609	1M-R	0.1922%	\$276.47	\$3,317.59
610	2OB	0.2540%	\$365.36	\$4,384.33
611	1CO-R	0.1934%	\$278.19	\$3,338.31
612	1CM-R	0.1945%	\$279.77	\$3,357.30
701	1CM	0.1945%	\$279.77	\$3,357.30
702	1CO	0.1934%	\$278.19	\$3,338.31
703	2OA	0.2512%	\$361.33	\$4,336.00
704	1M	0.1922%	\$276.47	\$3,317.59
705	2OB	0.2540%	\$365.36	\$4,384.33
706	2CEA	0.2257%	\$324.65	\$3,895.84
707	2OA	0.2512%	\$361.33	\$4,336.00
708	2CEB	0.2237%	\$321.78	\$3,861.32
709	1M-R	0.1922%	\$276.47	\$3,317.59
710	2OB	0.2540%	\$365.36	\$4,384.33
711	1CO-R	0.1934%	\$278.19	\$3,338.31
712	1CM-R	0.1945%	\$279.77	\$3,357.30
801	1CM	0.1945%	\$279.77	\$3,357.30
802	1CO	0.1934%	\$278.19	\$3,338.31
803	2OA	0.2512%	\$361.33	\$4,336.00
804	1M	0.1922%	\$276.47	\$3,317.59
805	2OB	0.2540%	\$365.36	\$4,384.33
806	2CEA	0.2257%	\$324.65	\$3,895.84
807	2OA	0.2512%	\$361.33	\$4,336.00
808	2CEB	0.2237%	\$321.78	\$3,861.32
809	1M-R	0.1922%	\$276.47	\$3,317.59
810	2OB	0.2540%	\$365.36	\$4,384.33
811	1CO-R	0.1934%	\$278.19	\$3,338.31
812	1CM-R	0.1945%	\$279.77	\$3,357.30
901	1CM	0.1945%	\$279.77	\$3,357.30
902	1CO	0.1934%	\$278.19	\$3,338.31
903	2OA	0.2512%	\$361.33	\$4,336.00
904	1M	0.1922%	\$276.47	\$3,317.59
905	2OB	0.2540%	\$365.36	\$4,384.33

"Exhibit G"

## Estimate of Initial Maintenance Fees

Keola La'i  
(353 units)

Apartment Number	Apartment Type	Common Interest	Monthly Fee	Yearly Total
906	2CEA	0.2257%	\$324.65	\$3,895.84
907	2OA	0.2512%	\$361.33	\$4,336.00
908	2CEB	0.2237%	\$321.78	\$3,861.32
909	1M-R	0.1922%	\$276.47	\$3,317.59
910	2OB	0.2540%	\$365.36	\$4,384.33
911	1CO-R	0.1934%	\$278.19	\$3,338.31
912	1CM-R	0.1945%	\$279.77	\$3,357.30
1001	1CM	0.1945%	\$279.77	\$3,357.30
1002	1CO	0.1934%	\$278.19	\$3,338.31
1003	2OA	0.2512%	\$361.33	\$4,336.00
1004	1M	0.1922%	\$276.47	\$3,317.59
1005	2OB	0.2540%	\$365.36	\$4,384.33
1006	2CEA	0.2257%	\$324.65	\$3,895.84
1007	2OA	0.2512%	\$361.33	\$4,336.00
1008	2CEB	0.2237%	\$321.78	\$3,861.32
1009	1M-R	0.1922%	\$276.47	\$3,317.59
1010	2OB	0.2540%	\$365.36	\$4,384.33
1011	1CO-R	0.1934%	\$278.19	\$3,338.31
1012	1CM-R	0.1945%	\$279.77	\$3,357.30
1101	1CM	0.1945%	\$279.77	\$3,357.30
1102	1CO	0.1934%	\$278.19	\$3,338.31
1103	2O	0.2924%	\$420.60	\$5,047.16
1104	2MA	0.2698%	\$388.09	\$4,657.06
1105	2O-R	0.2924%	\$420.60	\$5,047.16
1106	2O	0.2924%	\$420.60	\$5,047.16
1107	2E	0.3015%	\$433.69	\$5,204.24
1108	2MB	0.2689%	\$386.79	\$4,641.53
1109	2O-R	0.2924%	\$420.60	\$5,047.16
1110	1CO-R	0.1934%	\$278.19	\$3,338.31
1111	1CM-R	0.1945%	\$279.77	\$3,357.30
1201	1CM	0.1945%	\$279.77	\$3,357.30
1202	1CO	0.1934%	\$278.19	\$3,338.31
1203	2O	0.2924%	\$420.60	\$5,047.16
1204	2MA	0.2698%	\$388.09	\$4,657.06
1205	2O-R	0.2924%	\$420.60	\$5,047.16
1206	2O	0.2924%	\$420.60	\$5,047.16
1207	2E	0.3015%	\$433.69	\$5,204.24
1208	2MB	0.2689%	\$386.79	\$4,641.53
1209	2O-R	0.2924%	\$420.60	\$5,047.16
1210	1CO-R	0.1934%	\$278.19	\$3,338.31
1211	1CM-R	0.1945%	\$279.77	\$3,357.30

### Estimate of Initial Maintenance Fees

Keola La'i  
(353 units)

Apartment Number	Apartment Type	Common Interest	Monthly Fee	Yearly Total
1401	1CM	0.1945%	\$279.77	\$3,357.30
1402	1CO	0.1934%	\$278.19	\$3,338.31
1403	2O	0.2924%	\$420.60	\$5,047.16
1404	2MA	0.2698%	\$388.09	\$4,657.06
1405	2O-R	0.2924%	\$420.60	\$5,047.16
1406	2O	0.2924%	\$420.60	\$5,047.16
1407	2E	0.3015%	\$433.69	\$5,204.24
1408	2MB	0.2689%	\$386.79	\$4,641.53
1409	2O-R	0.2924%	\$420.60	\$5,047.16
1410	1CO-R	0.1934%	\$278.19	\$3,338.31
1411	1CM-R	0.1945%	\$279.77	\$3,357.30
1501	3C	0.4008%	\$576.52	\$6,918.27
1502	2O	0.2924%	\$420.60	\$5,047.16
1503	2MA	0.2698%	\$388.09	\$4,657.06
1504	2O-R	0.2924%	\$420.60	\$5,047.16
1505	2O	0.2924%	\$420.60	\$5,047.16
1506	2E	0.3015%	\$433.69	\$5,204.24
1507	2MB	0.2689%	\$386.79	\$4,641.53
1508	2O-R	0.2924%	\$420.60	\$5,047.16
1509	3C-R	0.4008%	\$576.52	\$6,918.27
1601	1CM	0.1945%	\$279.77	\$3,357.30
1602	1CO	0.1934%	\$278.19	\$3,338.31
1603	2O	0.2924%	\$420.60	\$5,047.16
1604	2MA	0.2698%	\$388.09	\$4,657.06
1605	2O-R	0.2924%	\$420.60	\$5,047.16
1606	2O	0.2924%	\$420.60	\$5,047.16
1607	2E	0.3015%	\$433.69	\$5,204.24
1608	2MB	0.2689%	\$386.79	\$4,641.53
1609	2O-R	0.2924%	\$420.60	\$5,047.16
1610	1CO-R	0.1934%	\$278.19	\$3,338.31
1611	1CM-R	0.1945%	\$279.77	\$3,357.30
1701	1CM	0.1945%	\$279.77	\$3,357.30
1702	1CO	0.1934%	\$278.19	\$3,338.31
1703	2O	0.2924%	\$420.60	\$5,047.16
1704	2MA	0.2698%	\$388.09	\$4,657.06
1705	2O-R	0.2924%	\$420.60	\$5,047.16
1706	2O	0.2924%	\$420.60	\$5,047.16
1707	2E	0.3015%	\$433.69	\$5,204.24
1708	2MB	0.2689%	\$386.79	\$4,641.53
1709	2O-R	0.2924%	\$420.60	\$5,047.16
1710	1CO-R	0.1934%	\$278.19	\$3,338.31

## Estimate of Initial Maintenance Fees

Keola La'i  
(353 units)

Apartment Number	Apartment Type	Common Interest	Monthly Fee	Yearly Total
1711	1CM-R	0.1945%	\$279.77	\$3,357.30
1801	1CM	0.1945%	\$279.77	\$3,357.30
1802	1CO	0.1934%	\$278.19	\$3,338.31
1803	2O	0.2924%	\$420.60	\$5,047.16
1804	2MA	0.2698%	\$388.09	\$4,657.06
1805	2O-R	0.2924%	\$420.60	\$5,047.16
1806	2O	0.2924%	\$420.60	\$5,047.16
1807	2E	0.3015%	\$433.69	\$5,204.24
1808	2MB	0.2689%	\$386.79	\$4,641.53
1809	2O-R	0.2924%	\$420.60	\$5,047.16
1810	1CO-R	0.1934%	\$278.19	\$3,338.31
1811	1CM-R	0.1945%	\$279.77	\$3,357.30
1901	1CM	0.1945%	\$279.77	\$3,357.30
1902	1CO	0.1934%	\$278.19	\$3,338.31
1903	2O-SL	0.2849%	\$409.81	\$4,917.70
1904	2MA	0.2698%	\$388.09	\$4,657.06
1905	2O-SL-R	0.2849%	\$409.81	\$4,917.70
1906	2O-SL	0.2849%	\$409.81	\$4,917.70
1907	2E	0.3015%	\$433.69	\$5,204.24
1908	2MB	0.2689%	\$386.79	\$4,641.53
1909	2O-SL-R	0.2849%	\$409.81	\$4,917.70
1910	1CO-R	0.1934%	\$278.19	\$3,338.31
1911	1CM-R	0.1945%	\$279.77	\$3,357.30
2001	1CM	0.1945%	\$279.77	\$3,357.30
2002	1CO	0.1934%	\$278.19	\$3,338.31
2003	2O-SL	0.2849%	\$409.81	\$4,917.70
2004	2MA	0.2698%	\$388.09	\$4,657.06
2005	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2006	2O-SL	0.2849%	\$409.81	\$4,917.70
2007	2E	0.3015%	\$433.69	\$5,204.24
2008	2MB	0.2689%	\$386.79	\$4,641.53
2009	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2010	1CO-R	0.1934%	\$278.19	\$3,338.31
2011	1CM-R	0.1945%	\$279.77	\$3,357.30
2101	1CM	0.1945%	\$279.77	\$3,357.30
2102	1CO	0.1934%	\$278.19	\$3,338.31
2103	2O-SL	0.2849%	\$409.81	\$4,917.70
2104	2MA	0.2698%	\$388.09	\$4,657.06
2105	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2106	2O-SL	0.2849%	\$409.81	\$4,917.70
2107	2E	0.3015%	\$433.69	\$5,204.24

"Exhibit G"

## Estimate of Initial Maintenance Fees

Keola La'i  
(353 units)

Apartment Number	Apartment Type	Common Interest	Monthly Fee	Yearly Total
2108	2MB	0.2689%	\$386.79	\$4,641.53
2109	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2110	1CO-R	0.1934%	\$278.19	\$3,338.31
2111	1CM-R	0.1945%	\$279.77	\$3,357.30
2201	3C	0.4008%	\$576.52	\$6,918.27
2202	2O-SL	0.2849%	\$409.81	\$4,917.70
2203	2MA	0.2698%	\$388.09	\$4,657.06
2204	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2205	2O-SL	0.2849%	\$409.81	\$4,917.70
2206	2E	0.3015%	\$433.69	\$5,204.24
2207	2MB	0.2689%	\$386.79	\$4,641.53
2208	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2209	3C-R	0.4008%	\$576.52	\$6,918.27
2301	3C	0.4008%	\$576.52	\$6,918.27
2302	2O	0.2924%	\$420.60	\$5,047.16
2303	2MA	0.2698%	\$388.09	\$4,657.06
2304	2O-R	0.2924%	\$420.60	\$5,047.16
2305	2O	0.2924%	\$420.60	\$5,047.16
2306	2E	0.3015%	\$433.69	\$5,204.24
2307	2MB	0.2689%	\$386.79	\$4,641.53
2308	2O-R	0.2924%	\$420.60	\$5,047.16
2309	3C-R	0.4008%	\$576.52	\$6,918.27
2401	3C	0.4008%	\$576.52	\$6,918.27
2402	2O	0.2924%	\$420.60	\$5,047.16
2403	2MA	0.2698%	\$388.09	\$4,657.06
2404	2O-R	0.2924%	\$420.60	\$5,047.16
2405	2O	0.2924%	\$420.60	\$5,047.16
2406	2E	0.3015%	\$433.69	\$5,204.24
2407	2MB	0.2689%	\$386.79	\$4,641.53
2408	2O-R	0.2924%	\$420.60	\$5,047.16
2409	3C-R	0.4008%	\$576.52	\$6,918.27
2501	3C	0.4008%	\$576.52	\$6,918.27
2502	2O	0.2924%	\$420.60	\$5,047.16
2503	2MA	0.2698%	\$388.09	\$4,657.06
2504	2O-R	0.2924%	\$420.60	\$5,047.16
2505	2O	0.2924%	\$420.60	\$5,047.16
2506	2E	0.3015%	\$433.69	\$5,204.24
2507	2MB	0.2689%	\$386.79	\$4,641.53
2508	2O-R	0.2924%	\$420.60	\$5,047.16
2509	3C-R	0.4008%	\$576.52	\$6,918.27
2601	1CM	0.1945%	\$279.77	\$3,357.30

"Exhibit G"

## Estimate of Initial Maintenance Fees

Keola La'i  
(353 units)

Apartment Number	Apartment Type	Common Interest	Monthly Fee	Yearly Total
2602	1CO	0.1934%	\$278.19	\$3,338.31
2603	2O	0.2924%	\$420.60	\$5,047.16
2604	2MA	0.2698%	\$388.09	\$4,657.06
2605	2O-R	0.2924%	\$420.60	\$5,047.16
2606	2O	0.2924%	\$420.60	\$5,047.16
2607	2E	0.3015%	\$433.69	\$5,204.24
2608	2MB	0.2689%	\$386.79	\$4,641.53
2609	2O-R	0.2924%	\$420.60	\$5,047.16
2610	1CO-R	0.1934%	\$278.19	\$3,338.31
2611	1CM-R	0.1945%	\$279.77	\$3,357.30
2701	3C	0.4008%	\$576.52	\$6,918.27
2702	2O-SL	0.2849%	\$409.81	\$4,917.70
2703	2MA	0.2698%	\$388.09	\$4,657.06
2704	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2705	2O-SL	0.2849%	\$409.81	\$4,917.70
2706	2E	0.3015%	\$433.69	\$5,204.24
2707	2MB	0.2689%	\$386.79	\$4,641.53
2708	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2709	3C-R	0.4008%	\$576.52	\$6,918.27
2801	3C	0.4008%	\$576.52	\$6,918.27
2802	2O-SL	0.2849%	\$409.81	\$4,917.70
2803	2MA	0.2698%	\$388.09	\$4,657.06
2804	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2805	2O-SL	0.2849%	\$409.81	\$4,917.70
2806	2E	0.3015%	\$433.69	\$5,204.24
2807	2MB	0.2689%	\$386.79	\$4,641.53
2808	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2809	3C-R	0.4008%	\$576.52	\$6,918.27
2901	3C	0.4008%	\$576.52	\$6,918.27
2902	2O-SL	0.2849%	\$409.81	\$4,917.70
2903	2MA	0.2698%	\$388.09	\$4,657.06
2904	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2905	2O-SL	0.2849%	\$409.81	\$4,917.70
2906	2E	0.3015%	\$433.69	\$5,204.24
2907	2MB	0.2689%	\$386.79	\$4,641.53
2908	2O-SL-R	0.2849%	\$409.81	\$4,917.70
2909	3C-R	0.4008%	\$576.52	\$6,918.27
3001	3C	0.4008%	\$576.52	\$6,918.27
3002	2O-SL	0.2849%	\$409.81	\$4,917.70
3003	2MA	0.2698%	\$388.09	\$4,657.06
3004	2O-SL-R	0.2849%	\$409.81	\$4,917.70

"Exhibit G"

## Estimate of Initial Maintenance Fees

Keola La'i  
(353 units)

Apartment Number	Apartment Type	Common Interest	Monthly Fee	Yearly Total
3005	2O-SL	0.2849%	\$409.81	\$4,917.70
3006	2E	0.3015%	\$433.69	\$5,204.24
3007	2MB	0.2689%	\$386.79	\$4,641.53
3008	2O-SL-R	0.2849%	\$409.81	\$4,917.70
3009	3C-R	0.4008%	\$576.52	\$6,918.27
3101	3C	0.4008%	\$576.52	\$6,918.27
3102	2O	0.2924%	\$420.60	\$5,047.16
3103	2MA	0.2698%	\$388.09	\$4,657.06
3104	2O-R	0.2924%	\$420.60	\$5,047.16
3105	2O	0.2924%	\$420.60	\$5,047.16
3106	2E	0.3015%	\$433.69	\$5,204.24
3107	2MB	0.2689%	\$386.79	\$4,641.53
3108	2O-R	0.2924%	\$420.60	\$5,047.16
3109	3C-R	0.4008%	\$576.52	\$6,918.27
3201	3C	0.4008%	\$576.52	\$6,918.27
3202	2O-RL	0.2912%	\$418.87	\$5,026.45
3203	2MA	0.2698%	\$388.09	\$4,657.06
3204	2O-R	0.2924%	\$420.60	\$5,047.16
3205	2O	0.2924%	\$420.60	\$5,047.16
3206	2E	0.3015%	\$433.69	\$5,204.24
3207	2MB	0.2689%	\$386.79	\$4,641.53
3208	2O-RL-R	0.2912%	\$418.87	\$5,026.45
3209	3C-R	0.4008%	\$576.52	\$6,918.27
3301	3C	0.4008%	\$576.52	\$6,918.27
3302	2O-RL	0.2912%	\$418.87	\$5,026.45
3303	2MA	0.2698%	\$388.09	\$4,657.06
3304	2O-R	0.2924%	\$420.60	\$5,047.16
3305	2O	0.2924%	\$420.60	\$5,047.16
3306	2E	0.3015%	\$433.69	\$5,204.24
3307	2MB	0.2689%	\$386.79	\$4,641.53
3308	2O-RL-R	0.2912%	\$418.87	\$5,026.45
3309	3C-R	0.4008%	\$576.52	\$6,918.27
3401	3C	0.4008%	\$576.52	\$6,918.27
3402	2O-RL	0.2912%	\$418.87	\$5,026.45
3403	2MA	0.2698%	\$388.09	\$4,657.06
3404	2O-R	0.2924%	\$420.60	\$5,047.16
3405	2O	0.2924%	\$420.60	\$5,047.16
3406	2E	0.3015%	\$433.69	\$5,204.24
3407	2MB	0.2689%	\$386.79	\$4,641.53
3408	2O-RL-R	0.2912%	\$418.87	\$5,026.45
3409	3C-R	0.4008%	\$576.52	\$6,918.27

"Exhibit G"

### Estimate of Initial Maintenance Fees

Keola La'i  
(353 units)

Apartment Number	Apartment Type	Common Interest	Monthly Fee	Yearly Total
3501	3C	0.4008%	\$576.52	\$6,918.27
3502	2O-RL	0.2912%	\$418.87	\$5,026.45
3503	2MA	0.2698%	\$388.09	\$4,657.06
3504	2O-LL-R	0.2924%	\$420.60	\$5,047.16
3505	2O-LL	0.2924%	\$420.60	\$5,047.16
3506	2E	0.3015%	\$433.69	\$5,204.24
3507	2MB	0.2689%	\$386.79	\$4,641.53
3508	2O-RL-R	0.2912%	\$418.87	\$5,026.45
3509	3C-R	0.4008%	\$576.52	\$6,918.27
3601	3C	0.4008%	\$576.52	\$6,918.27
3602	2O-RL	0.2912%	\$418.87	\$5,026.45
3603	2MA	0.2698%	\$388.09	\$4,657.06
3604	2O-LL-R	0.2924%	\$420.60	\$5,047.16
3605	2O-LL	0.2924%	\$420.60	\$5,047.16
3606	2E	0.3015%	\$433.69	\$5,204.24
3607	2MB	0.2689%	\$386.79	\$4,641.53
3608	2O-RL-R	0.2912%	\$418.87	\$5,026.45
3609	3C-R	0.4008%	\$576.52	\$6,918.27
3701	3C	0.4008%	\$576.52	\$6,918.27
3702	2O-RL	0.2912%	\$418.87	\$5,026.45
3703	2MA	0.2698%	\$388.09	\$4,657.06
3704	2O-LL-R	0.2924%	\$420.60	\$5,047.16
3705	2O-LL	0.2924%	\$420.60	\$5,047.16
3706	2E	0.3015%	\$433.69	\$5,204.24
3707	2MB	0.2689%	\$386.79	\$4,641.53
3708	2O-RL-R	0.2912%	\$418.87	\$5,026.45
3709	3C-R	0.4008%	\$576.52	\$6,918.27
3801	3C	0.4008%	\$576.52	\$6,918.27
3802	2O-RL	0.2912%	\$418.87	\$5,026.45
3803	2MA	0.2698%	\$388.09	\$4,657.06
3804	2O-LL-R	0.2924%	\$420.60	\$5,047.16
3805	2O-LL	0.2924%	\$420.60	\$5,047.16
3806	2E	0.3015%	\$433.69	\$5,204.24
3807	2MB	0.2689%	\$386.79	\$4,641.53
3808	2O-RL-R	0.2912%	\$418.87	\$5,026.45
3809	3C-R	0.4008%	\$576.52	\$6,918.27
3901	3C	0.4008%	\$576.52	\$6,918.27
3902	2O-RL	0.2912%	\$418.87	\$5,026.45
3903	2MA	0.2698%	\$388.09	\$4,657.06
3904	2O-LL-R	0.2924%	\$420.60	\$5,047.16
3905	2O-LL	0.2924%	\$420.60	\$5,047.16

"Exhibit G"



### Estimate of Initial Maintenance Fees

Keola La'i  
(353 units)

Apartment Number	Apartment Type	Common Interest	Monthly Fee	Yearly Total
3906	2E	0.3015%	\$433.69	\$5,204.24
3907	2MB	0.2689%	\$386.79	\$4,641.53
3908	2O-RL-R	0.2912%	\$418.87	\$5,026.45
3909	3C-R	0.4008%	\$576.52	\$6,918.27
4001	2O-RL	0.2912%	\$418.87	\$5,026.45
4002	2MA	0.2698%	\$388.09	\$4,657.06
4003	2O-LL-R	0.2924%	\$420.60	\$5,047.16
4004	2O-LL	0.2924%	\$420.60	\$5,047.16
4005	2E	0.3015%	\$433.69	\$5,204.24
4006	2MB	0.2689%	\$386.79	\$4,641.53
4007	2O-RL-R	0.2912%	\$418.87	\$5,026.45
4101	2O-RL	0.2912%	\$418.87	\$5,026.45
4102	2MA	0.2698%	\$388.09	\$4,657.06
4103	2O-LL-R	0.2924%	\$420.60	\$5,047.16
4104	2O-LL	0.2924%	\$420.60	\$5,047.16
4105	2E	0.3015%	\$433.69	\$5,204.24
4106	2MB	0.2689%	\$386.79	\$4,641.53
4107	2O-RL-R	0.2912%	\$418.87	\$5,026.45
4201	2O-RL	0.2912%	\$418.87	\$5,026.45
4202	2O-LL-R	0.2924%	\$420.60	\$5,047.16
4203	2O-LL	0.2924%	\$420.60	\$5,047.16
4204	2O-RL-R	0.2912%	\$418.87	\$5,026.45
4301	PH	0.6122%	\$880.61	\$10,567.28
4302	PH-R	0.6122%	\$880.61	\$10,567.28
C-1	Commercial	2.2916%	\$3,296.31	\$39,555.67
		100.0000%	\$143,843.00	\$1,726,116.00

## **SUMMARY OF SALES CONTRACT AND ESCROW AGREEMENT**

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

The Sales Contract provides for the number, amount and timing of payments the Buyer is to make to Escrow. The Escrow Agreement provides that Escrow is to collect these payments and hold them in accounts with banks or savings institutions that are federally insured. The Sales Contract and Escrow Agreement provide who gets to keep interest that may be earned on the funds with Escrow. If the Sales Contract is signed before the Real Estate Commission has issued an effective date for a Contingent Final or Final Public Report and before certain other things have happened (as described in the Sales Contract), the Sales Contract shall not be binding on the Buyer or the Seller, and either of them may cancel it at any time before it becomes binding. After the Sales Contract becomes binding, it may be cancelled by the Developer, among other reasons, if the Buyer is obtaining financing and fails to obtain a lender commitment within a certain time period specified in the Sales Contract, or if the Buyer is a cash buyer and fails to furnish satisfactory evidence of ability to pay within other time periods. In certain cases, the Buyer may be responsible for cancellation fees.

The Sales Contract provides that if the Sales Contract has become binding between Buyer and Seller in accordance with Section F.1 thereof *and* the Real Estate Commission has issued an effective date for a Final Public Report for the Project, Escrow may disburse to Seller all or portions of Buyer’s funds deposited with Escrow (i) prior to closing and completion of construction of Buyer’s Apartment to pay construction costs of the building(s) and other improvements of the Project, and (ii) after closing but prior to completion of construction of Buyer’s Apartment to pay construction and other costs (including architectural, engineering, finance and legal fees and other incidental expenses of the Project), in accordance with and subject to the requirements of the Act and the Escrow Agreement. The Sales Contract provides that no interest will be earned or paid on Buyer’s funds that are used to pay construction costs in accordance with the Sales Contract and the Escrow Agreement and the condominium law.

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

If the Buyer defaults under the Sales Contract after an effective date is issued for a Final Public Report for the Project and the Final Public Report is “accepted” by the Buyer, the Buyer may lose all of the deposits with Escrow and the Developer, at its option, may pursue other legal remedies. If the Developer defaults under the Sales Contract, the Buyer shall be entitled to specific performance of the Sales Contract, or shall have the right to cancel and terminate the Sales Contract. Under the Sales Contract, the Developer promises to complete construction of the Apartment within two (2) years from the date the Sales Contract becomes binding on Buyer

### **EXHIBIT “H”**

#### **Page 1 of 3**

and Seller, provided that the two (2) year period may be extended under certain circumstances specified in Section F.6 of the Sales Contract.

If the Buyer cancels and terminates the Sales Contract because of the Developer's default, the Developer shall repay to the Buyer all sums the Buyer has paid to the Developer or to Escrow under the Sales Contract, and the Buyer may pursue other legal or equitable remedies.

The Sales Contract confirms that the Buyer has had the opportunity to read and approve certain important legal documents for the Project, including the Declaration, Bylaws, and Rules and Regulations. The Sales Contract also provides that the rights of any construction lender with a mortgage against the Project will be superior to the rights of the Buyer under the Sales Contract.

The Sales Contract provides that prior to the date that the Sales Contract becomes binding on Buyer and Seller, Seller has the right to change the Project and to modify the Project's documents in any way, including (but not limited to) the right to change the purchase price under the Sales Contract or terminate the Project. The Seller also has the right to change the Project and the Project's documents in certain ways after the Sales Contract becomes binding, provided that such changes do not increase the purchase price of the Buyer's apartment or increase the Buyer's share of common expenses without the Buyer's consent, or reduce the Seller's obligations relating to unsold apartments, or result in a substantial physical change of the Buyer's apartment or the building in which the apartment is located.

The Sales Contract discloses that the Seller (as "Developer") has reserved various rights as more particularly described on pages 20 and 20-a of this Public Report. The Sales Contract also includes Seller disclosures and Buyer acknowledgments of various property conditions, including that the Project is being developed subject to certain State of Hawaii governmental conditions and restrictions, that Hawaii's climate is conducive to the growth of mold, and that certain environmental conditions exist at the Project and that the Seller has submitted a proposed remediation plan to the State of Hawaii Department of Health.

The Sales Contract limits the Buyer's right to assign the Sales Contract and provides that the Seller may require a consent fee for any transfer. The Sales Contract also prohibits the Buyer from re-selling or re-offering the apartment for sale prior to Buyer's acquisition of title to the Apartment.

The Sales Contract provides for "pre-closing." "Pre-closing" means that Escrow may set a time for the Buyer to sign all of the documents Escrow asks the Buyer to sign, including the Apartment Deed and other closing documents, and the Buyer will pay the Buyer's share of the closing costs, as estimated by Escrow, even though the Buyer's Apartment may not be ready for occupancy. Buyer's share of closing costs include one-half of Escrow's fee, all recording fees, real property taxes and other prorations, Buyer's notary fees, up to four (4) months' maintenance start-up fees, title report and title insurance fees, conveyance tax, and fees charged by a lender if the Buyer is financing the purchase of his Apartment with a loan. Escrow then handles the closing, the transfer of title in accordance with the Escrow Agreement. The Apartment must be

conveyed to the Buyer free and clear of any blanket liens, such as mortgages covering more than one apartment.

By signing the Sales Contract, the Buyer acknowledges that sales and construction activity at the Project by the Developer may continue after closing of the Buyer's purchase.

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

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