

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

CONDOMINIUM PROJECT NAME	PACIFICA HONOLULU
Project Address	1009 Kapiolani Boulevard Honolulu, Hawaii 96814
Registration Number	6921
Effective Date of Report	<b>January 28, 2010</b>
Developer(s)	OliverMcMillan Pacifica, LLC

**Preparation of this Report**

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

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

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

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

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

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

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

## SPECIAL ATTENTION

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

1. This project was originally registered with the Real Estate Commission of the State of Hawaii under Chapter 514B, HRS, as Registration No. 6708. The prior developer withdrew that registration and this public report is now issued under Chapter 514B, HRS, as a new registration. This new Developer's Public Report supercedes and replaces any information contained in any prior Public Report filed for the Project under Registration No. 6708.
2. In accordance with the requirements of Section 514B-86(a)(A)(ii), the Developer hereby gives notice to all purchasers and prospective purchasers that a copy of the Condominium Map, as amended, for the Project is available for examination at the Developer's sales office, 1009 Kapiolani Boulevard, Honolulu, Hawaii 96814.
3. Currently the Developer has not selected a general contractor to complete construction of the Project. Developer currently anticipates selecting a general contractor and executing a general construction contract by March 15, 2010, and recommencing construction of the Project by April 2010.
4. The Developer hereby gives notice that purchasers of residential units on the 48th floor will have the options of (i) having the Developer complete the unit with standard wall and floor finishings, or (ii) accepting the unit in a partially finished condition, where the interior walls will be primed but not painted or covered, and the floors will be uncovered bare concrete. The Developer is providing this latter option to allow design flexibility to purchasers of the 48th floor units. Purchasers who choose to accept a 48th floor unit in partially finished condition will be responsible, at their sole cost and expense, for finishing the unit and shall be required, prior to occupancy of the unit, to install floor coverings that meet the requirements of section 11.3(f) of the Declaration. All such finishing work must be done in accordance with all of the applicable restrictions, conditions and requirements of the Declaration and Bylaws pertaining to alterations and additions to units, including (but not limited to) section 11.3 of the Declaration, which is reproduced in Exhibit "C" attached to this public report.

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## **General Information On Condominiums**

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. In addition, certain requirements and approvals of the county in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

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

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

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

## **Operation of the Condominium Project**

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

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

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

**1. THE CONDOMINIUM PROJECT**

**1.1 The Underlying Land**

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	1009 Kapiolani Boulevard Honolulu, Hawaii 96814
Address of Project is expected to change because	N/A
Tax Map Key (TMK)	(1) 2-3-003:105
Tax Map Key is expected to change because	N/A
Land Area	101,533 square feet (subject to change; See Exhibit "H")
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A

**1.2 Buildings and Other Improvements**

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

**1.3 Unit Types and Sizes of Units**

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
See Exhibit "A" & "A-1"						

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

**1.4 Parking Stalls**

Total Parking Stall in the Project:	918
Number of Guest Stalls in the Project:	16 (for guests of residential units only)
Number of Parking Stalls Assigned to Each Unit:	Res: 1 or 2; Commercial & Industrial shared (See Exhibits "A" & "A-1")
Attach Exhibits "A" & "A-1" specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. See Exhibit "H"	
All owners, including Developer, can transfer limited common element parking stalls among units. See Section 10 of Declaration.	

**1.5 Boundaries of the Units**

Boundaries of the unit:  See Exhibit "B"
--

**1.6 Permitted Alterations to the Units**

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

**1.7 Common Interest**

<b>Common Interest:</b> Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in Exhibit "A" & "A-1"
As follows:

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

<input checked="" type="checkbox"/>	Swimming pool (Residential Units only)
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input checked="" type="checkbox"/>	Recreation Area (Residential Units only)
<input checked="" type="checkbox"/>	Trash Chute/Enclosure(s)
<input checked="" type="checkbox"/>	Exercise Room (Fitness Center) (Residential Units only)
<input checked="" type="checkbox"/>	Security Gate (3 Common, 2 Residential Units only)
<input type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): Kitchenette, outdoor shower, restrooms, pavilion (Residential Units only).

**1.9 Common Elements**

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

Described in Exhibit "D" .

Described as follows:

Common Element	Number
Elevators	4
Stairways	3
Trash Chutes	1

**1.10 Limited Common Elements**

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

Described in Exhibit "E" .

Described as follows:

**1.11 Special Use Restrictions**

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

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

**1.12 Encumbrances Against Title**

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit "F-1" describes the encumbrances against title contained in the title report described below.

Date of the title report: January 12, 2010

Company that issued the title report: Title Guaranty of Hawaii, Inc.



**1.13 Uses Permitted by Zoning and Zoning Compliance Matters**

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
<input checked="" type="checkbox"/>	Residential	489	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: MUZ-C
<input checked="" type="checkbox"/>	Commercial	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: MUZ-C
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Industrial	3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: MUZ-C
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Other (Specify):		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Describe any variances that have been granted to zoning code				

**1.14 Other Zoning Compliance Matters**

Conforming/Non-Conforming Uses, Structures and Lots			
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>			
	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p>			

**1.15 Conversions**

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

<p><b>Verified Statement from a County Official</b>    N/A</p>	
<p>Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either:</p>	
<p>(A)</p>	<p>The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> <li>(i) Any variances or other permits that have been granted to achieve compliance;</li> <li>(ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and</li> <li>(iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;</li> </ul> <p style="text-align: center;">or</p>
<p>(B)</p>	<p>Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>
<p>Other disclosures and information:</p>	

**1.16 Project In Agricultural District**

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

**1.17 Project with Assisted Living Facility**

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

## 2. PERSONS CONNECTED WITH THE PROJECT

<b>2.1 Developer(s)</b>	<p>Name: OliverMcMillan Pacifica, LLC</p> <p>Business Address: 733 8th Avenue San Diego, California 92101</p> <p>Business Phone Number : (619) 321-1111</p> <p>E-mail Address: dnishikawa@olivermcmillan.com</p>
<p>Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).</p>	<p>See attached Exhibit "G"</p>
<b>2.2 Real Estate Broker</b>	<p>Name: Heyer &amp; Associates LLC</p> <p>Business Address: 1288 Ala Moana Boulevard, Suite 206 Honolulu, Hawaii 96814</p> <p>Business Phone Number: (808) 692-0060</p> <p>E-mail Address: jeanne@heyer-associates.com</p>
<b>2.3 Escrow Depository</b>	<p>Name: Title Guaranty Escrow Services, Inc.</p> <p>Business Address: 235 Queen Street, 1st Floor Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-0211</p>
<b>2.4 General Contractor</b>	<p>Name: [Not Yet Selected]</p> <p>Business Address:</p> <p>Business Phone Number:</p>
<b>2.5 Condominium Managing Agent</b>	<p>Name: Hawaiiana Management Company, Ltd.</p> <p>Business Address: 711 Kapiolani Boulevard, Suite 700 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 593-9100</p>
<b>2.6 Attorney for Developer</b>	<p>Name: McCorrison Miller Mukai MacKinnon LLP</p> <p>Business Address: (Attn: D. Scott MacKinnon) 5 Waterfront Plaza, Suite 400 500 Ala Moana Boulevard Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 529-7300</p>

### 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

#### 3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court & Bureau of Conveyances	September 26, 2008	3793547 & 2008-151496

#### Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court & Bureau of Conveyances	November 24, 2009	3921299 & 2009-185088

#### 3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court & Bureau of Conveyances	September 26, 2008	3793548 & 2008-151497

#### Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court & Bureau of Conveyances	November 24, 2009	3921300 & 2009-185089

#### 3.3 Condominium Map

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

Land Court Map Number	1970
Bureau of Conveyances Map Number	4715

Dates of Recordation of Amendments to the Condominium Map:  
 Condominium Map amended by First Amendment to Declaration dated November 24, 2009 noted in Section 3.1 above.

**3.4 House Rules**

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

The House Rules for this project:

Are Proposed	<input type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input checked="" type="checkbox"/>	September 26, 2008,
Developer does not plan to adopt House Rules	<input type="checkbox"/>	amended and restated December 4, 2009

**3.5 Changes to the Condominium Documents**

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

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

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

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:  See Exhibit "H" and "L"

## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

<b>Management of the Common Elements:</b> The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.	
The initial Condominium Managing Agent for this project is (check one):	
<input checked="" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

### 4.2 Estimate of the Initial Maintenance Fees

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

### 4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
<input checked="" type="checkbox"/>	Electricity for the common elements
<input checked="" type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify) Telephone for common elements; refuse collection for common elements and units.

### 4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
<input checked="" type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable to Residential Units only*
<input checked="" type="checkbox"/>	Other (specify) Internet and digital telephone service to residential units only.

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

**5. SALES DOCUMENTS**

**5.1 Sales Documents Filed with the Real Estate Commission**

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit "J" contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: November 10, 2009 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit "J" contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

**5.2 Sales to Owner-Occupants**

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

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

**5.3 Blanket Liens**

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

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

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

**5.4 Construction Warranties**

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:
Building and Other Improvements: See page 13a
Appliances: See page 13a



### **5.3 Blanket Liens (Continued)**

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

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

The Developer's construction loan will contain a provision providing for the partial release of the individual condominium units from the blanket lien concurrently with the conveyance of the individual condominium units to the purchaser(s).

### **5.4 Construction Warranties (Continued)**

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

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

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

<p>Status of Construction:                  Construction was commenced in March 2007 and was suspended in November 2008. Construction is estimated to recommence in April 2010, and to be completed in September 2011.</p>
<p>Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.</p>
<p>Completion Deadline for any unit not yet constructed, as set forth in the sales contract:                   January 31, 2012</p>
<p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:                   N/A</p>

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

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

**5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance**

<input type="checkbox"/>	<p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p>
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**5.6.2 Purchaser Deposits Will Be Disbursed Before Closing**

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

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

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

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

## 5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

1.	<b>Developer's Public Report</b>
2.	<b>Declaration of Condominium Property Regime (and any amendments)</b>
3.	<b>Bylaws of the Association of Unit Owners (and any amendments)</b>
4.	<b>Condominium Map (and any amendments)</b>
5.	House Rules, if any
6.	Escrow Agreement
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	Other:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

- 6.1. Sales in Increments. The various Units in the Project may be offered for sale at different times and sales prices and terms for substantially similar Units offered at one time may vary and may be more or less favorable than sales prices and terms for substantially similar Units offered at a different time. The Sales Contract for each Unit requires the buyer to release the seller from any claims that arise due to the buyer's Unit being offered at a different sales price and/or on different terms than other Units in the Project, and to waive any right to require any change in any of the terms and conditions of the Sales Contract on account of such differences.
- 6.2. Mold. Climatic conditions in Hawaii are conducive to the growth of mold and other types of potentially irritating or harmful growths (collectively "Mold"). By signing a Sales Contract, the buyer will acknowledge that the buyer understands that Mold can be irritating or harmful to the respiratory tract of certain individuals and can cause deterioration of property. By acquiring a Unit, the buyer will thereby assume the risk that Mold may be present from time to time in the Unit or elsewhere at the Project and the buyer will be required to waive any rights, claims or actions the buyer may have or acquire against the Developer as a result of or in any way related to Mold in the Unit or elsewhere at the Project, and the buyer will further be required to agree to indemnify and hold harmless the Developer, the Developer's employees, agents, successors and assigns from any and all loss (including but not limited to economic loss), cost, expense, harm, injury or damage to person or property that the buyer or any of the buyer's family members, assigns, tenants, lessees, servants, guests, invitees, licensees, agents, employees, or any other person who may use or occupy the Unit or the Project by, through, or under the buyer may suffer as a result of the presence of Mold in the Unit or anywhere else at the Project.
- 6.3. Security Disclaimer. By signing a Sales Contract, the buyer will acknowledge that the buyer understands and accepts that neither the Association nor the Developer shall in any way be considered insurers or guarantors of security within the Project, and neither the Association nor the Developer shall be held liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of any security measures undertaken. All owners, tenants, guests, and invitees of any owner, shall be deemed to acknowledge that the Association, its Board of Directors, the Developer (and any committees established by any of the foregoing entities) are not insurers and that each owner, tenant, guest, and invitee assumes all risk of loss of damage to persons, to units, and to the contents of units, and further acknowledge that the Developer, the Developer's representatives and real estate agents, the Association, the Board of Directors, and the committees have made no representations or warranties relative to any security measures recommended or undertaken.
- 6.4. Mixed Use Project. By signing a Sales Contract, the buyer will acknowledge that the buyer understands and accepts that the Project is a mixed-use condominium containing some non-residential units as well as residential units. Although the Declaration and applicable zoning impose various restrictions on the use of the non-residential units, some permitted uses may contribute to pedestrian and/or vehicular traffic on the common elements and noise or other disturbances at certain hours beyond what would be considered normal in a project that contained no non-residential units. By signing a Sales Contract, the buyer will acknowledge that the buyer has determined the proximity of the buyer's Unit to any non-residential unit(s) and accepts the risk that some permitted uses of the non-residential units (including the lawful and permitted presence and activities at the Project of non-resident employees, customers or patrons of the businesses operated in some of the non-residential units) may cause noise, odors, congestion and/or other conditions that could be considered annoyances, nuisances or disturbances. By acquiring a unit, the buyer will be required to waive any rights, claims

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

- 6.5. Development Agreement and Assessments. The Project is located within the Kakaako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority ("HCDA"). The Project will be developed subject to and in accordance with the terms of various permits and agreements by and/or between the Developer and HCDA, including (but not limited to) a development agreement that has been or will be recorded in the Land Court and in the Bureau (the "Development Agreement"). The Development Agreement requires or will require (among other things) that the Project shall participate (together with other properties) in the HCDA District-Wide Improvement Program for the Kakaako District, and that the Project shall be subject to assessments for the Project's pro rata share of the cost of improvements which may, in the future, be necessarily undertaken in the vicinity of the Project under HCDA or other government agency improvement programs. The Project will be assessed under the same methods and in the same manner as other properties in the area. By signing and accepting a deed to a unit, the buyer shall thereby acknowledge and agree that the Association shall have the right and the obligation to assess the individual unit owners (including the buyer), according to the common interests appurtenant to their units, for all costs and expenses that may from time to time be assessed against the Project in accordance with the terms of the Development Agreement.
- 6.6. Mauka Area Planned Rules and Planned Development Permit. The development and use of the Project are subject to the terms of the HCDA's Mauka Area Plan for the Kakaako Community Development District Plan and the Mauka Area Rules for the Kakaako Community Development District (collectively, the "Mauka Area Plan and Rules"). As a condition to the development of the Project, Developer's predecessor, KC Rainbow 2 Development Co. LLC, obtained that certain Modification Joint Development and Planned Development Permit, PD 2-05, M 1-05, (as the same may be amended and revised being hereinafter called the "Planned Development Permit"), governing various aspects of the development of the Project, such as compliance with, modifications to, or exemptions from certain development limitations and/or restrictions contained in the Mauka Area Plan and Rules. By signing and accepting a deed to a unit, the buyer shall thereby acknowledge and agree that the Developer has reserved various rights (more particularly described in the Declaration, the Sales Contract and in Exhibit "H" attached to this Public Report) to do such things as may be required in connection with the development of the Project in accordance with the Development Agreement, the Planned Development Permit and/or the Mauka Area Rules, and to comply with all applicable permits, laws, rules, ordinances and other governmental requirements that pertain to the Project.
- 6.7. Construction Effects. The future development of and construction of improvements on land adjacent to or in the vicinity of the Project may cause noise, dust, vibrations, traffic congestion and/or other inconveniences or nuisances related to such development and construction (the "Construction Effects"). By signing and accepting a deed to a unit, the buyer will accept the Construction Effects and waive any claims or rights of action or suits against the Developer or the Developer's successors and assigns arising from any

impairment of the buyer's use and enjoyment of the unit or the Project, or from any inconvenience, property damage or personal injury arising directly or indirectly from the Construction Effects.

- 6.8. Future Road Widening. The Project's Land is subject to certain set backs for possible future road widening purposes. Accordingly, the Developer may be required at some time in the future (and has reserved the right in the Declaration) to consolidate some or all of the individual lots comprising the Project's land and resubdivide the land and withdraw from the Project the portion that is required for road widening. The Project's current land contains an area of approximately 101,533 square feet. In the event that the Project's land is consolidated and resubdivided and a portion is withdrawn from the Project for road widening purposes, the Project's land will contain an area of approximately 92,750 square feet, more or less. SEE EXHIBIT "K".
- 6.9. Post-Tension Concrete. The concrete components of the Unit and the Building have been built using a post-tension concrete system (the "System"). The System involves placing steel cables under high tension in the concrete slab foundation forming the floor and ceiling of each Unit. By accepting a Unit Deed, each Owner will thereby acknowledge and accept (i) that one of the effects of using a post-tension concrete method of construction is that concrete surfaces may experience non-structural, cosmetic cracking that may be visible to Owners and require cosmetic repairs, and (ii) that it is an inherent part of a poured concrete slab using the System that it will not be level but will be level within the construction tolerances permitted under the building code applicable to the Project, thus certain alterations to the flooring such as a wood or other hard surface floor covering may require some leveling prior to installation of the same. Each Unit Owner is hereby further put on notice that attempts to alter or pierce a Unit's foundation slab could damage the integrity of the System and/or cause serious injury or damage to persons and property. By accepting a Unit Deed, each Owner will thereby covenant and agree to and with the Developer (A) not to cut into or otherwise tamper with the Unit's concrete slab foundation, (B) not to knowingly permit or allow any other person to cut into or tamper with the Unit's concrete slab foundation, (C) to disclose to any tenant, lessee or subsequent purchaser of the Unit the existence of the System and the terms of this section 11.3(h), and (D) to indemnify and hold harmless the Developer for any damage or injury resulting from or arising in connection with the alteration of the Unit's concrete slab foundation by the Owner or any employee, agent, family member, contractor or other person acting under the authority of the Owner.
- 6.10. Waimanu Street. Access to the Project will be provided from Kapiolani Boulevard, a public roadway, and Waimanu Street, a privately owned roadway. Sewer and storm drain service to the Project will also be provided through pipelines and improvements installed or to be installed beneath the surface of Waimanu Street. Historically, both the surface of Waimanu Street and lands beneath the surface have been used by the public and the owners of lands abutting or in the vicinity of Waimanu Street for access and underground utility purposes, and the City and County of Honolulu (the "City and County"), through its various departments and agencies, has historically maintained and repaired the surface of Waimanu Street and the underlying utility installations. However, as of the date of recordation of the Declaration and Bylaws, there were no formal agreements or arrangements with the owner of Waimanu Street for the continued use of the surface and lands underlying the surface of Waimanu Street for such purposes or for any other purposes, and the City and County had not provided the Developer with formal assurances that the City and County will continue to maintain and repair the surface of Waimanu Street and the utility installations below the surface in the future. In the event that the City and County ceases to maintain and repair Waimanu Street and the underlying utility installations, the Association may become responsible (possibly together with the owners of other properties in the vicinity who use Waimanu Street and the underground installations) for paying a portion of the costs of such maintenance and



repair, and the Association's share of such costs would be added to the common expenses of the Project assessed against each unit. However, in that event there may also be a reduction in common expenses or direct charges to the unit owners for amounts that were otherwise payable to the City and County for the costs of such maintenance and repair.

- 6.11. Reserved Housing. The Mauka Area Rules require that the Developer reserve up to 20% of the units in the Project (to be selected later by the Developer and the HCDA) for purchase or rental by persons who meet certain eligibility requirements as determined by the HCDA. Pursuant to agreement with HCDA the Developer will designate 124 Units in the Project as reserved housing units which is in excess of 20%. The requirements include (but are not limited to) residency requirements and income and asset limits. The Developer plans to meet this requirement by offering the reserved housing units for purchase under the terms and conditions specified by HCDA to those who meet HCDA's eligibility requirements. **IF THE BUYER WISHES TO PURCHASE A RESERVED HOUSING UNIT, THE BUYER SHOULD CONSULT WITH THE DEVELOPER TO DETERMINE IF RESERVED HOUSING UNITS HAVE BEEN SELECTED AND ARE BEING OFFERED FOR SALE AND TO DETERMINE APPLICABLE ELIGIBILITY REQUIREMENTS AND OWNERSHIP RESTRICTIONS FOR RESERVED HOUSING UNITS BEFORE SIGNING A SALES CONTRACT.**

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

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

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

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

- 6.14. Use of Deposits Before Closing to Pay Project Costs. Section 514B-92, HRS, permits the Developer to use purchasers' deposits before the completion of construction for the purpose of paying construction and related costs, provided that the Developer has submitted all information and documents required by law and the Commission, as set forth in Section 514B-92, HRS. As of the effective date of this Public Report, the Developer has **not** submitted all such information and documents required by law and the Commission, and, until all such information and documents are submitted, the Developer cannot use purchasers' deposits before the completion of construction to pay construction and related costs. However, the Developer hereby discloses that **UPON SUBMISSION OF ALL INFORMATION AND DOCUMENTS REQUIRED BY LAW AND THE COMMISSION AS SET FORTH IN SECTION 514B-92, HRS, THE DEVELOPER MAY DECIDE TO USE PURCHASERS' DEPOSITS BEFORE THE COMPLETION OF**

**CONSTRUCTION TO PAY CONSTRUCTION AND RELATED COSTS IN ACCORDANCE WITH SECTION 514B-92, HRS.**

If the Developer later submits all information and documents required by law and the Commission for the use of purchasers' deposits before completion of construction to pay construction and related costs, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the following **Important Notice Regarding Your Funds** will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report:

**Important Notice Regarding Your Funds:** Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, including construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your payments are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.

When an effective date for such an amendment or an amended developer's public report is issued, **you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.** (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 above.) If the Developer decides not to use purchasers' deposits before the completion of construction to pay construction and related costs, the Developer does not need to amend this report.

You should understand that, although the **Important Notice Regarding Your Funds** set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.

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

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

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

OliverMcMillan Pacifica, LLC

Printed Name of Developer

(\*See attached page 19a)

By:

Duly Authorized Signatory\*

Date

William J. Persky, Chief Financial Officer

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu


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

**Developer:**

**OLIVERMcMILLAN PACIFICA, LLC,**  
a Delaware limited liability company

By: OMB Pacifica Investors, LLC,  
a Delaware limited liability company  
Its sole Member

By: OliverMcMillan Pacifica Group, LLC,  
a Delaware limited liability company,  
Its sole Manager

By   
Name: William P. Persky  
Title: Chief Financial Officer

## DESCRIPTION OF UNITS

The Project contains Residential Units and two (2) different types of non-residential Units, designated herein as Commercial Units and Industrial Units. The different types of Units are more particularly described as follows:

### RESIDENTIAL UNITS:

The Project contains four hundred eighty-nine (489) Residential Units. The Residential Units are divided into thirty-seven (37) different types, designated herein and on the Condominium Map as Types A, AR, B, BR, C, CR, D, DR, E, ER, F, FR, G, GR, G1, G1R, H, HR, I, IR, J, K, PA, PAR, PE, PER, PJ, PK, PH-A, PH-AR, PH-B, PH-BR, PH-ER, PH-K, PH-M, PH-MR, and PH-N. The different types of Residential Units are described below. The Residential Units are located on floors numbered 6 through 12 and 15 through 48. There are no floors numbered 13 and 14.

**Types A and AR Units:** The Project contains thirty-eight (38) Type A Units and thirty-eight (38) Type AR Units. Each Type A and AR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen/dining area, and a living room. The approximate net living area of each Type A and Type AR Unit is shown on Exhibit A-1 attached hereto.

**Types B and BR Units:** The Project contains forty (40) Type B Units and forty (40) Type BR Units. Each Type B and BR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen/dining area, and a living room. The approximate net living area of each Type B and BR Unit is shown on Exhibit A-1 attached hereto.

**Types C and CR Units:** The Project contains seven (7) Type C Units and seven (7) Type CR Units. Each Type C and CR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen/dining area, and a living room. The approximate net living area of each Type C and CR Unit is shown on Exhibit A-1 attached hereto.

**Types D and DR Units:** The Project contains seven (7) Type D Units and seven (7) Type DR Units. Each Type D and DR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room, and a den. The approximate net living area of each Type D and DR Unit is shown on Exhibit A-1 attached hereto.

**Types E and ER Units:** The Project contains thirty-eight (38) Type E Units and thirty-eight (38) Type ER Units. Each Type E and ER Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a den. The approximate net living area of each Type E and ER Unit is shown on Exhibit A-1 attached hereto.

**Types F and FR Units:** The Project contains twenty (20) Type F Units and twenty (20) Type FR Units. Each Type F and FR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a den. The approximate net living area of each Type F and FR Unit is shown on Exhibit A-1 attached hereto.

## EXHIBIT "A"

**Types G and GR Units:** The Project contains thirteen (13) Type G Units and thirteen (13) Type GR Units. Each Type G and GR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a den. The approximate net living area of each Type G and GR Unit is shown on Exhibit A-1 attached hereto.

**Types G1 and G1R Units:** The Project contains twenty (20) Type G1 Units and twenty (20) Type G1R Units. Each Type G1 and G1R Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen/dining room, a living room and a den. The approximate net living area of each Type G1 and G1R Unit is shown on Exhibit A-1 attached hereto.

**Types H and HR Units:** The Project contains thirteen (13) Type H Units and thirteen (13) Type HR Units. Each Type H and HR Unit includes one (1) bedroom, one (1) bathroom, a kitchen/dining room, a living room and a den. The approximate net living area of each Type H and HR Unit is shown on Exhibit A-1 attached hereto.

**Types I and IR Units:** The Project contains twenty (20) Type I Units and twenty (20) Type IR Units. Each Type I and IR Unit includes one (1) bedroom, one (1) bathroom, a kitchen/dining room, and a living room. The approximate net living area of each Type I and IR Unit is shown on Exhibit A-1 attached hereto.

**Type J Units:** The Project contains eighteen (18) Type J Units. Each Type J Unit includes one (1) bedroom, one (1) bathroom, a kitchen/dining room, and a living room. The approximate net living area of each Type J Unit is shown on Exhibit A-1 attached hereto.

**Type K Units:** The Project contains eighteen (18) Type K Units. Each Type K Unit includes three (3) bedrooms, three (3) bathrooms, a kitchen/dining room, a living room and a den. The approximate net living area of each Type K Unit is shown on Exhibit A-1 attached hereto.

**Types PA and PAR Units:** The Project contains two (2) Type PA Units and two (2) Type PAR Units. Each Type PA and PAR Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen/dining area, and a living room. The approximate net living area of each Type PA and Type PAR Unit is shown on Exhibit A-1 attached hereto.

**Types PE and PER Units:** The Project contains two (2) Type PE Units and two (2) Type PER Units. Each Type PE and PER Unit includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining room and a den. The approximate net living area of each Type PE and PER Unit is shown on Exhibit A-1 attached hereto.

**Type PJ Units:** The Project contains two (2) Type PJ Units. Each Type PJ Unit includes one (1) bedroom, one (1) bathroom, a kitchen/dining room, and a living room. The approximate net living area of each Type PJ Unit is shown on Exhibit A-1 attached hereto.

**Type PK Units:** The Project contains two (2) Type PK Units. Each Type PK Unit includes three (3) bedrooms, three (3) bathrooms, a kitchen/dining room, a living room and a

den. The approximate net living area of each Type PK Unit is shown on Exhibit A-1 attached hereto.

**Type PH-A and PH-AR Units:** The Project contains one (1) Type PH-A Unit and one (1) type PH-AR Unit. The Type PH-A Unit and the Type PH-AR Unit each includes one (1) loft space room which may be divided into multiple rooms in the future. The approximate net living area of each Type PH-A Unit and Type PH-AR Unit is shown on Exhibit A-1 attached hereto.

**Types PH-B and PH-BR Units:** The Project contains one (1) PH-B Unit and one (1) PH-BR Unit. Each Type PH-B and PH-BR Unit includes one (1) loft space room which may be divided into multiple rooms in the future. The approximate net living area of each PH-B and PH-BR Unit is shown on Exhibit A-1 attached hereto.

**Type PH-ER Unit:** The Project contains one (1) Type PH-ER Unit. The Type PH-ER Unit includes one (1) loft space room which may be divided into multiple rooms in the future. The approximate net living area of the Type PH-ER Unit is shown on Exhibit A-1 attached hereto.

**Type PH-K Unit:** The Project contains one (1) Type PH-K Unit. The Type PH-K Unit includes one (1) loft space room which may be divided into multiple rooms in the future. The approximate net living area of the Type PH-K Unit is shown on Exhibit A-1 attached hereto.

**Type PH-M and PH-MR Units:** The Project contains one (1) Type PH-M Unit and one (1) type PH-MR Unit. The Type PH-M Unit and the Type PH-MR Unit each includes one (1) loft space room which may be divided into multiple rooms in the future. The approximate net living area of each Type PH-M Unit and Type PH-MR Unit is shown on Exhibit A-1 attached hereto.

**Type PH-N Unit:** The Project contains one (1) Type PH-N Unit. The Type PH-N Unit includes one (1) loft space room which may be divided into multiple rooms in the future. The approximate net living area of the PH-N Unit is shown on Exhibit A-1 attached hereto.

### **COMMERCIAL UNITS:**

The Project contains two (2) Commercial Units. Each Commercial Unit is an unimproved enclosed space with a door. The Commercial Units also have windows. Commercial Unit 1 (designated on the Condominium Map and elsewhere in this Exhibit as "*Commercial 1*") has an approximate net floor area of 414 square feet and Commercial Unit 2 (designated on the Condominium Map and elsewhere in this Exhibit as "*Commercial 2*") has an approximate net floor area of 8,867 square feet. The Commercial Units are located on floor number 1. The Commercial Units may be combined or subdivided into different sized units but their total common interest will remain the same.

## **INDUSTRIAL UNITS:**

The Project contains three (3) Industrial Units. Each Industrial Unit is an unimproved enclosed space with a door. The Industrial Units vary in size from approximately 562 square feet to approximately 993 square feet and are designated herein and on the Condominium Map by "Ind" followed by a number. The Industrial Units are located on floor number 1.

The unit numbers, unit types, approximate net floor areas, parking stall assignments, storage closet/locker assignments, and common interests appurtenant to each of the Units are set forth on Exhibit A-1 attached hereto and made a part hereof.

## **UNIT AREAS**

The floor areas for the Residential Units set forth on Exhibit A-1 are "net living areas" measured in accordance with section 3.2 of the Declaration. The floor areas for the Commercial Units and the Industrial Units set forth on Exhibit A-1 are "net floor areas" measured in accordance with section 3.4 of the Declaration.

## **COMMON INTERESTS**

A baseline common interest for each Unit was determined by dividing the Unit's approximate net living or floor area by the approximate aggregate net living and floor area of all of the Units, and converting the resulting fraction into a percentage. Adjustments were then made to reflect an equitable distribution of common interests and common expenses based on the projected common element maintenance costs each type of Unit can be expected to generate.

The aggregate common interest appurtenant to all of the Residential Units equals 97.405%. The aggregate common interest appurtenant to all of the Commercial Units equals 2.101%. The aggregate common interest appurtenant to all of the Industrial Units equals 0.494%. The aggregate common interest appurtenant to all of the Units equals **100%**.

## **LIMITED COMMON ELEMENT PARKING STALLS**

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

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



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

The Commercial Units and the Industrial Units are assigned the following limited common element parking stalls which shown on Exhibit A-1 attached hereto as being assigned to such Commercial Unit or Industrial Unit.

These stalls are available for use by the owners, tenants and business invitees of the Commercial and Industrial Units to which they are assigned on a first-come, first-served basis; provided, however, that the Owner of a Commercial or Industrial Unit may limit the number of stalls available at any given time to such Owner's tenants by so providing in the lease or rental agreement demising all or any portion of such Owner's Commercial or Industrial Unit. The Owner of a Commercial Unit or Industrial Unit may transfer assigned limited common element parking stalls pursuant to the terms of the Declaration.

#### **GUEST PARKING; LOADING STALLS; MANAGER'S STALL**

In addition to the assigned limited common element parking stalls, the Project contains sixteen (16) covered street-level guest parking stalls, numbered C1051, C1052, C1053, C1054, C1055, C1056, C1057, C1058, C1059, C1060, C1061, H1062, C1063 C1071, C1072 and C 1073. *These stalls are available for use only by the visitors, guests and invitees of the Residential Units.* The Project contains three (3) loading stalls on Level 1A of the Building, numbered L1001, L1002 and L1003, and one (1) loading stall numbered L1006 on Level 1 of the Building.

EXHIBIT A-1

THE UNITS

Industrial Unit Number	Apt Type	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements	
						Parking Stalls	Storage
Ind 1		562	562	0.127%	4.902%	C1060, C1061, H1119	
Ind 2		628	628	0.142%	5.478%		
Ind 3		993	993	0.225%	8.663%	H1004, H1005, C1007 thru C1023, C1024, C1025, T1026 thru T1034, TC1077, T1078 thru T1085, C1035, 1036, C1037 thru C1046, 2002, 2003, C2032, C2033, T2042, C2043, 2044, 2064, 2065, 2066, TC2079, 2133, H3021, H3022, C3054, T3064, C3065, 3066, C3073, H3078, H3079, H3080, H3082, H3083, C3111, TC3118, H4021, H4022, C4054, T4064, C4065, 4066, C4070, H4078, H4079, H4080, H4082, H4083, C4114, TC4118, 5001, 5024, C5074, C5075, C5076	S101, S102, 103, S104, S105, S106, S107, S108, S109, S110, S201, S202, S203, S204, S205, S206, S207, S208, S209, S301, S302, S303, S304, S305, S306, S307, S401, S402, S403, S404, S405, S406, S407, S501, S502
Commercial Unit Number	Apt Type	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements	
Comm 1		414	414	0.094%	3.611%		
Comm 2		8,867	8,867	2.007%	77.346%	TC1047 thru TC1050, TC1067 thru TC1064, C1051 thru C1054, C1068 thru C1086, T1087 thru T1094, T1124 thru T1131, 1095 thru 1100, 1105, 1106, 1109, 1110, 1114 thru 1118, H1120, 1121 thru 1123	
					100.000%		
Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements
601	A	2/2	728	728	0.165%	0.169%	C2050
602	B	2/2	747	747	0.169%	0.174%	C2051
603	C	2/2	798	798	0.181%	0.185%	C5108
604	D	2/2	986	986	0.223%	0.229%	C5109
605	E	2/2	899	899	0.204%	0.209%	C4002
606	F	2/2	1,033	1,033	0.234%	0.240%	C4106
607	FR	2/2	1,033	1,033	0.234%	0.240%	C4081
608	ER	2/2	899	899	0.204%	0.209%	C4001
609	DR	2/2	986	986	0.223%	0.229%	C4087
610	CR	2/2	798	798	0.181%	0.185%	C4088
611	BR	2/2	747	747	0.169%	0.174%	C2062
612	AR	2/2	728	728	0.165%	0.169%	C2073

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements Parking Stalls
701	A	2/2	728	728	0.165%	0.169%	C5095
702	B	2/2	747	747	0.169%	0.174%	C5093
703	C	2/2	798	798	0.181%	0.185%	C3001
704	D	2/2	986	986	0.223%	0.229%	C4004
705	E	2/2	899	899	0.204%	0.209%	C4009
706	F	2/2	1,033	1,033	0.234%	0.240%	C4045
707	FR	2/2	1,033	1,033	0.234%	0.240%	C4046
708	ER	2/2	899	899	0.204%	0.209%	C4008
709	DR	2/2	986	986	0.223%	0.229%	C4003
710	CR	2/2	798	798	0.181%	0.185%	C4085
711	BR	2/2	747	747	0.169%	0.174%	C5094
712	AR	2/2	728	728	0.165%	0.169%	C5096
801	A	2/2	728	728	0.165%	0.169%	C4097
802	B	2/2	747	747	0.169%	0.174%	C5091
803	C	2/2	798	798	0.181%	0.185%	C4006
804	D	2/2	986	986	0.223%	0.229%	C4053
805	E	2/2	899	899	0.204%	0.209%	C4047
806	F	2/2	1,033	1,033	0.234%	0.240%	C4084
807	FR	2/2	1,033	1,033	0.234%	0.240%	C4101
808	ER	2/2	899	899	0.204%	0.209%	C4048
809	DR	2/2	986	986	0.223%	0.229%	C4055
810	CR	2/2	798	798	0.181%	0.185%	C4005
811	BR	2/2	747	747	0.169%	0.174%	C5092
812	AR	2/2	728	728	0.165%	0.169%	C4098
901	A	2/2	728	728	0.165%	0.169%	C5089
902	B	2/2	747	747	0.169%	0.174%	C5087
903	C	2/2	798	798	0.181%	0.185%	C4051
904	D	2/2	986	986	0.223%	0.229%	C4104
905	E	2/2	899	899	0.204%	0.209%	C4102
906	F	2/2	1,033	1,033	0.234%	0.240%	C4109
907	FR	2/2	1,033	1,033	0.234%	0.240%	C4110
908	ER	2/2	899	899	0.204%	0.209%	C4103
909	DR	2/2	986	986	0.223%	0.229%	C4105
910	CR	2/2	798	798	0.181%	0.185%	C4052
911	BR	2/2	747	747	0.169%	0.174%	C5088
912	AR	2/2	728	728	0.165%	0.169%	C5090
1001	A	2/2	728	728	0.165%	0.169%	C5083
1002	B	2/2	747	747	0.169%	0.174%	C5081
1003	C	2/2	798	798	0.181%	0.185%	C4043
1004	D	2/2	986	986	0.223%	0.229%	C4117
1005	E	2/2	899	899	0.204%	0.209%	C4112
1006	F	2/2	1,033	1,033	0.234%	0.240%	4020
1007	FR	2/2	1,033	1,033	0.234%	0.240%	C4067
1008	ER	2/2	899	899	0.204%	0.209%	C4113
1009	DR	2/2	986	986	0.223%	0.229%	C4127
1010	CR	2/2	798	798	0.181%	0.185%	C4044
1011	BR	2/2	747	747	0.169%	0.174%	C5082
1012	AR	2/2	728	728	0.165%	0.169%	C5084

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements Parking Stalls
1101	A	2/2	728	728	0.165%	0.169%	C4095
1102	B	2/2	747	747	0.169%	0.174%	C5071
1103	C	2/2	798	798	0.181%	0.185%	C4115
1104	D	2/2	986	986	0.223%	0.229%	C4071
1105	E	2/2	899	899	0.204%	0.209%	C4068
1106	F	2/2	1,033	1,033	0.234%	0.240%	C3097
1107	FR	2/2	1,033	1,033	0.234%	0.240%	C3098
1108	ER	2/2	899	899	0.204%	0.209%	C4069
1109	DR	2/2	986	986	0.223%	0.229%	C4072
1110	CR	2/2	798	798	0.181%	0.185%	C4116
1111	BR	2/2	747	747	0.169%	0.174%	C5072
1112	AR	2/2	728	728	0.165%	0.169%	C4096
1201	A	2/2	728	728	0.165%	0.169%	C5069
1202	B	2/2	747	747	0.169%	0.174%	C5067
1203	C	2/2	798	798	0.181%	0.185%	C4107
1204	D	2/2	986	986	0.223%	0.229%	C4032
1205	E	2/2	899	899	0.204%	0.209%	C3100
1206	F	2/2	1,033	1,033	0.234%	0.240%	C3093
1207	FR	2/2	1,033	1,033	0.234%	0.240%	C3094
1208	ER	2/2	899	899	0.204%	0.209%	C4030
1209	DR	2/2	986	986	0.223%	0.229%	4025
1210	CR	2/2	798	798	0.181%	0.185%	C4108
1211	BR	2/2	747	747	0.169%	0.174%	C5068
1212	AR	2/2	728	728	0.165%	0.169%	C5070
1501	A	2/2	728	728	0.165%	0.169%	C4093
1502	B	2/2	747	747	0.169%	0.174%	C5063
1503	G	2/2	1,056	1,056	0.239%	0.245%	T4058 T4124
1504	H	1/1	732	732	0.166%	0.170%	C2074
1505	E	2/2	899	899	0.204%	0.209%	T3064 TC3118
1506	F	2/2	1,033	1,033	0.234%	0.240%	T5058 T5116
1507	FR	2/2	1,033	1,033	0.234%	0.240%	T5057 T5117
1508	ER	2/2	899	899	0.204%	0.209%	T4064 TC4118
1509	HR	1/1	732	732	0.166%	0.170%	C2075
1510	GR	2/2	1,056	1,056	0.239%	0.245%	T4057 T4125
1511	BR	2/2	747	747	0.169%	0.174%	5064
1512	AR	2/2	728	728	0.165%	0.169%	C4094
1601	A	2/2	728	728	0.165%	0.169%	C5052
1602	B	2/2	747	747	0.169%	0.174%	C5050
1603	G	2/2	1,056	1,056	0.239%	0.245%	T3169 T3176
1604	H	1/1	732	732	0.166%	0.170%	C4100
1605	E	2/2	899	899	0.204%	0.209%	T5132 T5201
1606	F	2/2	1,033	1,033	0.234%	0.240%	T5056 T5118
1607	FR	2/2	1,033	1,033	0.234%	0.240%	T5055 T5119
1608	ER	2/2	899	899	0.204%	0.209%	T5135 T5198
1609	HR	1/1	732	732	0.166%	0.170%	C2048
1610	GR	2/2	1,056	1,056	0.239%	0.245%	T3170 T3175
1611	BR	2/2	747	747	0.169%	0.174%	C5051
1612	AR	2/2	728	728	0.165%	0.169%	C5053

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements Parking Stalls
1701	A	2/2	728	728	0.165%	0.169%	C5048
1702	B	2/2	747	747	0.169%	0.174%	C5046
1703	G	2/2	1,056	1,056	0.239%	0.245%	T3155 T3190
1704	H	1/1	732	732	0.166%	0.170%	C5085
1705	E	2/2	899	899	0.204%	0.209%	T5144 T5189
1706	F	2/2	1,033	1,033	0.234%	0.240%	T4168 T4177
1707	FR	2/2	1,033	1,033	0.234%	0.240%	T4169 T4176
1708	ER	2/2	899	899	0.204%	0.209%	T5145 T5188
1709	HR	1/1	732	732	0.166%	0.170%	C5086
1710	GR	2/2	1,056	1,056	0.239%	0.245%	T3156 T3189
1711	BR	2/2	747	747	0.169%	0.174%	C5047
1712	AR	2/2	728	728	0.165%	0.169%	C5049
1801	A	2/2	728	728	0.165%	0.169%	C4091
1802	B	2/2	747	747	0.169%	0.174%	C5042
1803	G	2/2	1,056	1,056	0.239%	0.245%	T3141 T3204
1804	H	1/1	732	732	0.166%	0.170%	C5065
1805	E	2/2	899	899	0.204%	0.209%	T4163 T4182
1806	F	2/2	1,033	1,033	0.234%	0.240%	T4151 T4194
1807	FR	2/2	1,033	1,033	0.234%	0.240%	T4152 T4193
1808	ER	2/2	899	899	0.204%	0.209%	T4164 T4181
1809	HR	1/1	732	732	0.166%	0.170%	C5066
1810	GR	2/2	1,056	1,056	0.239%	0.245%	T3142 T3203
1811	BR	2/2	747	747	0.169%	0.174%	C5043
1812	AR	2/2	728	728	0.165%	0.169%	C4092
1901	A	2/2	728	728	0.165%	0.169%	C5040
1902	B	2/2	747	747	0.169%	0.174%	C5038
1903	G	2/2	1,056	1,056	0.239%	0.245%	T3056 T3126
1904	H	1/1	732	732	0.166%	0.170%	C5044
1905	E	2/2	899	899	0.204%	0.209%	T4153 T4192
1906	F	2/2	1,033	1,033	0.234%	0.240%	T4147 T4198
1907	FR	2/2	1,033	1,033	0.234%	0.240%	T4148 T4197
1908	ER	2/2	899	899	0.204%	0.209%	T4154 T4191
1909	HR	1/1	732	732	0.166%	0.170%	C5045
1910	GR	2/2	1,056	1,056	0.239%	0.245%	T3128 T3217
1911	BR	2/2	747	747	0.169%	0.174%	C5039
1912	AR	2/2	728	728	0.165%	0.169%	C5041
2001	A	2/2	728	728	0.165%	0.169%	C5036
2002	B	2/2	747	747	0.169%	0.174%	C5034
2003	G	2/2	1,056	1,056	0.239%	0.245%	T2094 T2137
2004	H	1/1	732	732	0.166%	0.170%	C5032
2005	E	2/2	899	899	0.204%	0.209%	T4149 T4196
2006	F	2/2	1,033	1,033	0.234%	0.240%	T4143 T4202
2007	FR	2/2	1,033	1,033	0.234%	0.240%	T4144 T4201
2008	ER	2/2	899	899	0.204%	0.209%	T4150 T4195
2009	HR	1/1	732	732	0.166%	0.170%	C5033
2010	GR	2/2	1,056	1,056	0.239%	0.245%	T3063 T3119
2011	BR	2/2	747	747	0.169%	0.174%	C5035
2012	AR	2/2	728	728	0.165%	0.169%	C5037

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements Parking Stalls
2101	A	2/2	728	728	0.165%	0.169%	C4089
2102	B	2/2	747	747	0.169%	0.174%	C5030
2103	G	2/2	1,056	1,056	0.239%	0.245%	T2092 T2139
2104	H	1/1	732	732	0.166%	0.170%	C5106
2105	E	2/2	899	899	0.204%	0.209%	T4145 T4200
2106	F	2/2	1,033	1,033	0.234%	0.240%	T4139 T4206
2107	FR	2/2	1,033	1,033	0.234%	0.240%	T4140 T4205
2108	ER	2/2	899	899	0.204%	0.209%	T4146 T4199
2109	HR	1/1	732	732	0.166%	0.170%	C5107
2110	GR	2/2	1,056	1,056	0.239%	0.245%	T2093 T2138
2111	BR	2/2	747	747	0.169%	0.174%	C5031
2112	AR	2/2	728	728	0.165%	0.169%	C4090
2201	A	2/2	728	728	0.165%	0.169%	C5008
2202	B	2/2	747	747	0.169%	0.174%	C5006
2203	G	2/2	1,056	1,056	0.239%	0.245%	T2090 T2141
2204	H	1/1	732	732	0.166%	0.170%	C4049
2205	E	2/2	899	899	0.204%	0.209%	T4141 T4204
2206	F	2/2	1,033	1,033	0.234%	0.240%	T4133 T4212
2207	FR	2/2	1,033	1,033	0.234%	0.240%	T4134 T4211
2208	ER	2/2	899	899	0.204%	0.209%	T4142 T4203
2209	HR	1/1	732	732	0.166%	0.170%	C4050
2210	GR	2/2	1,056	1,056	0.239%	0.245%	T2091 T2140
2211	BR	2/2	747	747	0.169%	0.174%	C5007
2212	AR	2/2	728	728	0.165%	0.169%	C5029
2301	A	2/2	728	728	0.165%	0.169%	C5004
2302	B	2/2	747	747	0.169%	0.174%	C5121
2303	G	2/2	1,056	1,056	0.239%	0.245%	T2034 T2087
2304	H	1/1	732	732	0.166%	0.170%	C4074
2305	E	2/2	899	899	0.204%	0.209%	T4137 T4208
2306	F	2/2	1,033	1,033	0.234%	0.240%	T4129 T4216
2307	FR	2/2	1,033	1,033	0.234%	0.240%	T4130 T4215
2308	ER	2/2	899	899	0.204%	0.209%	T4138 T4207
2309	HR	1/1	732	732	0.166%	0.170%	C4075
2310	GR	2/2	1,056	1,056	0.239%	0.245%	T2089 T2142
2311	BR	2/2	747	747	0.169%	0.174%	C5003
2312	AR	2/2	728	728	0.165%	0.169%	C5005
2401	A	2/2	728	728	0.165%	0.169%	C5110
2402	B	2/2	747	747	0.169%	0.174%	C5104
2403	G	2/2	1,056	1,056	0.239%	0.245%	T2036 T2085
2404	H	1/1	732	732	0.166%	0.170%	C3095
2405	E	2/2	899	899	0.204%	0.209%	T4131 T4214
2406	F	2/2	1,033	1,033	0.234%	0.240%	T4062 T4120
2407	FR	2/2	1,033	1,033	0.234%	0.240%	T4061 T4121
2408	ER	2/2	899	899	0.204%	0.209%	T4132 T4213
2409	HR	1/1	732	732	0.166%	0.170%	C3096
2410	GR	2/2	1,056	1,056	0.239%	0.245%	T2035 T2086
2411	BR	2/2	747	747	0.169%	0.174%	C5105
2412	AR	2/2	728	728	0.165%	0.169%	C5111

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements Parking Stalls
2501	A	2/2	728	728	0.165%	0.169%	C3089
2502	B	2/2	747	747	0.169%	0.174%	C3087
2503	G	2/2	1,056	1,056	0.239%	0.245%	T2040 T2081
2504	H	1/1	732	732	0.166%	0.170%	C3091
2505	E	2/2	899	899	0.204%	0.209%	T4056 T4126
2506	F	2/2	1,033	1,033	0.234%	0.240%	T3163 T3182
2507	FR	2/2	1,033	1,033	0.234%	0.240%	T3164 T3181
2508	ER	2/2	899	899	0.204%	0.209%	T4128 T4217
2509	HR	1/1	732	732	0.166%	0.170%	C3092
2510	GR	2/2	1,056	1,056	0.239%	0.245%	T2039 T2082
2511	BR	2/2	747	747	0.169%	0.174%	C3088
2512	AR	2/2	728	728	0.165%	0.169%	C3090
2601	A	2/2	728	728	0.165%	0.169%	C3004
2602	B	2/2	747	747	0.169%	0.174%	C3006
2603	G	2/2	1,056	1,056	0.239%	0.245%	C3053 C4073
2604	H	1/1	732	732	0.166%	0.170%	C3002
2605	E	2/2	899	899	0.204%	0.209%	T4060 T4122
2606	F	2/2	1,033	1,033	0.234%	0.240%	T3157 T3188
2607	FR	2/2	1,033	1,033	0.234%	0.240%	T3158 T3187
2608	ER	2/2	899	899	0.204%	0.209%	T4059 T4123
2609	HR	1/1	732	732	0.166%	0.170%	C3085
2610	GR	2/2	1,056	1,056	0.239%	0.245%	C3055 C4086
2611	BR	2/2	747	747	0.169%	0.174%	C3005
2612	AR	2/2	728	728	0.165%	0.169%	C3003
2701	A	2/2	728	728	0.165%	0.169%	C3117
2702	B	2/2	747	747	0.169%	0.174%	C3112
2703	G	2/2	1,056	1,056	0.239%	0.245%	C3051 C4007
2704	H	1/1	732	732	0.166%	0.170%	C3009
2705	E	2/2	899	899	0.204%	0.209%	T3171 T3174
2706	F	2/2	1,033	1,033	0.234%	0.240%	T3151 T3194
2707	FR	2/2	1,033	1,033	0.234%	0.240%	T3152 T3193
2708	ER	2/2	899	899	0.204%	0.209%	T4063 T4119
2709	HR	1/1	732	732	0.166%	0.170%	C3008
2710	GR	2/2	1,056	1,056	0.239%	0.245%	C3052 C4031
2711	BR	2/2	747	747	0.169%	0.174%	C3113
2712	AR	2/2	728	728	0.165%	0.169%	C3127
2801	A	2/2	728	728	0.165%	0.169%	C3107
2802	B	2/2	747	747	0.169%	0.174%	C3071
2803	G1	2/2	1,130	1,130	0.256%	0.263%	C3049 C3099
2804	I	1/1	663	663	0.150%	0.154%	C3115
2805	E	2/2	899	899	0.204%	0.209%	T3167 T3178
2806	J	1/1	661	661	0.150%	0.154%	5027
2807	K	3/3	1,391	1,391	0.315%	0.323%	C3101 C3102
2808	ER	2/2	899	899	0.204%	0.209%	T3168 T3177
2809	IR	1/1	663	663	0.150%	0.154%	C3116
2810	G1R	2/2	1,130	1,130	0.256%	0.263%	C3050 C3114
2811	BR	2/2	747	747	0.169%	0.174%	C3072
2812	AR	2/2	728	728	0.165%	0.169%	C3110
2901	A	2/2	728	728	0.165%	0.169%	C3068
2902	B	2/2	747	747	0.169%	0.174%	C3030
2903	G1	2/2	1,130	1,130	0.256%	0.263%	C3047 C3070
2904	I	1/1	663	663	0.150%	0.154%	C3074
2905	E	2/2	899	899	0.204%	0.209%	T3165 T3180

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements Parking Stalls	
2906	J	1/1	661	661	0.150%	0.154%	5014	
2907	K	3/3	1,391	1,391	0.315%	0.323%	3010	C3084
2908	ER	2/2	899	899	0.204%	0.209%	T3166	T3179
2909	IR	1/1	663	663	0.150%	0.154%	C3081	
2910	G1R	2/2	1,130	1,130	0.256%	0.263%	C3048	C3086
2911	BR	2/2	747	747	0.169%	0.174%	C3031	
2912	AR	2/2	728	728	0.165%	0.169%	C3069	
3001	A	2/2	728	728	0.165%	0.169%	C2063	
3002	B	2/2	747	747	0.169%	0.174%	C2058	
3003	G1	2/2	1,130	1,130	0.256%	0.263%	C3045	C2077
3004	I	1/1	663	663	0.150%	0.154%	C3032	
3005	E	2/2	899	899	0.204%	0.209%	T3161	T3184
3006	J	1/1	661	661	0.150%	0.154%	C5077	
3007	K	3/3	1,391	1,391	0.315%	0.323%	3027	C3077
3008	ER	2/2	899	899	0.204%	0.209%	T3162	T3183
3009	IR	1/1	663	663	0.150%	0.154%	C3067	
3010	G1R	2/2	1,130	1,130	0.256%	0.263%	C3046	C3007
3011	BR	2/2	747	747	0.169%	0.174%	C2059	
3012	AR	2/2	728	728	0.165%	0.169%	2132	
3101	A	2/2	728	728	0.165%	0.169%	C2056	
3102	B	2/2	747	747	0.169%	0.174%	UT5166	UTC5167
3103	G1	2/2	1,130	1,130	0.256%	0.263%	C3041	C3042
3104	I	1/1	663	663	0.150%	0.154%	C2060	
3105	E	2/2	899	899	0.204%	0.209%	T3159	T3186
3106	J	1/1	661	661	0.150%	0.154%	C2009	
3107	K	3/3	1,391	1,391	0.315%	0.323%	2001	C2053
3108	ER	2/2	899	899	0.204%	0.209%	T3160	T3185
3109	IR	1/1	663	663	0.150%	0.154%	C2061	
3110	G1R	2/2	1,130	1,130	0.256%	0.263%	C3043	C3044
3111	BR	2/2	747	747	0.169%	0.174%	UTC5155	UTC5178
3112	AR	2/2	728	728	0.165%	0.169%	C2057	
3201	A	2/2	728	728	0.165%	0.169%	UT5164	UT5169
3202	B	2/2	747	747	0.169%	0.174%	UT5161	UT5172
3203	G1	2/2	1,130	1,130	0.256%	0.263%	C2025	C2026
3204	I	1/1	663	663	0.150%	0.154%	C2078	
3205	E	2/2	899	899	0.204%	0.209%	T3153	T3192
3206	J	1/1	661	661	0.150%	0.154%	C2030	
3207	K	3/3	1,391	1,391	0.315%	0.323%	C2067	C2070
3208	ER	2/2	899	899	0.204%	0.209%	T3154	T3191
3209	IR	1/1	663	663	0.150%	0.154%	C2088	
3210	G1R	2/2	1,130	1,130	0.256%	0.263%	C2023	C2024
3211	BR	2/2	747	747	0.169%	0.174%	UT5156	UT5177
3212	AR	2/2	728	728	0.165%	0.169%	UT5165	UT5168
3301	A	2/2	728	728	0.165%	0.169%	UT5157	UT5176
3302	B	2/2	747	747	0.169%	0.174%	T5152	T5181
3303	G1	2/2	1,130	1,130	0.256%	0.263%	C4039	C4040
3304	I	1/1	663	663	0.150%	0.154%	5028	
3305	E	2/2	899	899	0.204%	0.209%	T3149	T3196
3306	J	1/1	661	661	0.150%	0.154%	5021	
3307	K	3/3	1,391	1,391	0.315%	0.323%	C4076	C4077
3308	ER	2/2	899	899	0.204%	0.209%	T3150	T3195
3309	IR	1/1	663	663	0.150%	0.154%	C5073	
3310	G1R	2/2	1,130	1,130	0.256%	0.263%	C2019	C2020
3311	BR	2/2	747	747	0.169%	0.174%	T5061	T5113
3312	AR	2/2	728	728	0.165%	0.169%	UT5160	UT5173



Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements Parking Stalls	
3401	A	2/2	728	728	0.165%	0.169%	T5148	T5185
3402	B	2/2	747	747	0.169%	0.174%	T5142	T5191
3403	G1	2/2	1,130	1,130	0.256%	0.263%	C4035	C4036
3404	I	1/1	663	663	0.150%	0.154%	5025	
3405	E	2/2	899	899	0.204%	0.209%	T3147	T3198
3406	J	1/1	661	661	0.150%	0.154%	5016	
3407	K	3/3	1,391	1,391	0.315%	0.323%	4016	4017
3408	ER	2/2	899	899	0.204%	0.209%	T3148	T3197
3409	IR	1/1	663	663	0.150%	0.154%	5026	
3410	G1R	2/2	1,130	1,130	0.256%	0.263%	C4037	C4038
3411	BR	2/2	747	747	0.169%	0.174%	T5143	T5190
3412	AR	2/2	728	728	0.165%	0.169%	T5151	T5182
3501	A	2/2	728	728	0.165%	0.169%	T5136	T5197
3502	B	2/2	747	747	0.169%	0.174%	T3172	TC3173
3503	G1	2/2	1,130	1,130	0.256%	0.263%	C3039	C3040
3504	I	1/1	663	663	0.150%	0.154%	5019	
3505	E	2/2	899	899	0.204%	0.209%	T3145	T3200
3506	J	1/1	661	661	0.150%	0.154%	5010	
3507	K	3/3	1,391	1,391	0.315%	0.323%	4028	4029
3508	ER	2/2	899	899	0.204%	0.209%	T3146	T3199
3509	IR	1/1	663	663	0.150%	0.154%	5020	
3510	G1R	2/2	1,130	1,130	0.256%	0.263%	C4033	C4034
3511	BR	2/2	747	747	0.169%	0.174%	T5125	T5208
3512	AR	2/2	728	728	0.165%	0.169%	T5139	T5194
3601	A	2/2	728	728	0.165%	0.169%	T5128	T5205
3602	B	2/2	747	747	0.169%	0.174%	T4159	T4186
3603	G1	2/2	1,130	1,130	0.256%	0.263%	C3035	C3036
3604	I	1/1	663	663	0.150%	0.154%	5012	
3605	E	2/2	899	899	0.204%	0.209%	T3143	T3202
3606	J	1/1	661	661	0.150%	0.154%	C5097	
3607	K	3/3	1,391	1,391	0.315%	0.323%	4026	4027
3608	ER	2/2	899	899	0.204%	0.209%	T3144	T3201
3609	IR	1/1	663	663	0.150%	0.154%	5013	
3610	G1R	2/2	1,130	1,130	0.256%	0.263%	C3037	C3038
3611	BR	2/2	747	747	0.169%	0.174%	T4162	T4183
3612	AR	2/2	728	728	0.165%	0.169%	T5129	T5204
3701	A	2/2	728	728	0.165%	0.169%	T4167	T4178
3702	B	2/2	747	747	0.169%	0.174%	UT5162	UT5171
3703	G1	2/2	1,130	1,130	0.256%	0.263%	C2017	C2018
3704	I	1/1	663	663	0.150%	0.154%	C5080	
3705	E	2/2	899	899	0.204%	0.209%	T3139	T3206
3706	J	1/1	661	661	0.150%	0.154%	C5102	
3707	K	3/3	1,391	1,391	0.315%	0.323%	4023	4024
3708	ER	2/2	899	899	0.204%	0.209%	T3140	T3205
3709	IR	1/1	663	663	0.150%	0.154%	5009	
3710	G1R	2/2	1,130	1,130	0.256%	0.263%	C3033	C3034
3711	BR	2/2	747	747	0.169%	0.174%	UT5163	UT5170
3712	AR	2/2	728	728	0.165%	0.169%	T2098	T2136
3801	A	2/2	728	728	0.165%	0.169%	T4155	T4190
3802	B	2/2	747	747	0.169%	0.174%	T5054	T5120
3803	G1	2/2	1,130	1,130	0.256%	0.263%	C2013	C2014
3804	I	1/1	663	663	0.150%	0.154%	C5100	
3805	E	2/2	899	899	0.204%	0.209%	T3137	T3208
3806	J	1/1	661	661	0.150%	0.154%	2095	
3807	K	3/3	1,391	1,391	0.315%	0.323%	4010	4011
3808	ER	2/2	899	899	0.204%	0.209%	T3138	T3207

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx.	Approx.	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements	
			Net Floor Area Square Feet	Total Floor Area Square Feet			Parking Stalls	
3809	IR	1/1	663	663	0.150%	0.154%	C5099	
3810	G1R	2/2	1,130	1,130	0.256%	0.263%	C2015	C2016
3811	BR	2/2	747	747	0.169%	0.174%	TC5154	TC5179
3812	AR	2/2	728	728	0.165%	0.169%	T4156	T4189
3901	A	2/2	728	728	0.165%	0.169%	UT5158	UT5175
3902	B	2/2	747	747	0.169%	0.174%	T5153	T5180
3903	G1	2/2	1,130	1,130	0.256%	0.263%	2102	2103
3904	I	1/1	663	663	0.150%	0.154%	2096	
3905	E	2/2	899	899	0.204%	0.209%	T3135	T3210
3906	J	1/1	661	661	0.150%	0.154%	C2010	
3907	K	3/3	1,391	1,391	0.315%	0.323%	4012	4013
3908	ER	2/2	899	899	0.204%	0.209%	T3136	T3209
3909	IR	1/1	663	663	0.150%	0.154%	2097	
3910	G1R	2/2	1,130	1,130	0.256%	0.263%	C2011	C2012
3911	BR	2/2	747	747	0.169%	0.174%	T5062	TC5112
3912	AR	2/2	728	728	0.165%	0.169%	UT5159	UT5174
4001	A	2/2	728	728	0.165%	0.169%	T5060	T5114
4002	B	2/2	747	747	0.169%	0.174%	T5146	T5187
4003	G1	2/2	1,130	1,130	0.256%	0.263%	2106	2107
4004	I	1/1	663	663	0.150%	0.154%	C2047	
4005	E	2/2	899	899	0.204%	0.209%	T3133	T3212
4006	J	1/1	661	661	0.150%	0.154%	C2008	
4007	K	3/3	1,391	1,391	0.315%	0.323%	4014	4015
4008	ER	2/2	899	899	0.204%	0.209%	T3134	T3211
4009	IR	1/1	663	663	0.150%	0.154%	C2049	
4010	G1R	2/2	1,130	1,130	0.256%	0.263%	2104	2105
4011	BR	2/2	747	747	0.169%	0.174%	T5147	T5186
4012	AR	2/2	728	728	0.165%	0.169%	T5059	T5115
4101	A	2/2	728	728	0.165%	0.169%	T5149	T5184
4102	B	2/2	747	747	0.169%	0.174%	T5137	T5196
4103	G1	2/2	1,130	1,130	0.256%	0.263%	2130	2131
4104	I	1/1	663	663	0.150%	0.154%	C2031	
4105	E	2/2	899	899	0.204%	0.209%	T3131	T3214
4106	J	1/1	661	661	0.150%	0.154%	C2052	
4107	K	3/3	1,391	1,391	0.315%	0.323%	4018	4019
4108	ER	2/2	899	899	0.204%	0.209%	T3132	T3213
4109	IR	1/1	663	663	0.150%	0.154%	C2027	
4110	G1R	2/2	1,130	1,130	0.256%	0.263%	C2021	C2022
4111	BR	2/2	747	747	0.169%	0.174%	T5138	T5195
4112	AR	2/2	728	728	0.165%	0.169%	T5150	T5183
4201	A	2/2	728	728	0.165%	0.169%	T5140	T5193
4202	B	2/2	747	747	0.169%	0.174%	T5130	T5203
4203	G1	2/2	1,130	1,130	0.256%	0.263%	2126	2127
4204	I	1/1	663	663	0.150%	0.154%	5022	
4205	E	2/2	899	899	0.204%	0.209%	T3129	T3216
4206	J	1/1	661	661	0.150%	0.154%	C2046	
4207	K	3/3	1,391	1,391	0.315%	0.323%	C2068	C2069
4208	ER	2/2	899	899	0.204%	0.209%	T3130	T3215
4209	IR	1/1	663	663	0.150%	0.154%	5023	
4210	G1R	2/2	1,130	1,130	0.256%	0.263%	2128	2129
4211	BR	2/2	747	747	0.169%	0.174%	T5131	T5202
4212	AR	2/2	728	728	0.165%	0.169%	T5141	T5192
4301	A	2/2	728	728	0.165%	0.169%	T5133	T5200

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements Parking Stalls	
4302	B	2/2	747	747	0.169%	0.174%	T5123	T5210
4303	G1	2/2	1,130	1,130	0.256%	0.263%	2122	2123
4304	I	1/1	663	663	0.150%	0.154%	5017	
4305	E	2/2	899	899	0.204%	0.209%	T3058	T3124
4306	J	1/1	661	661	0.150%	0.154%	C2045	
4307	K	3/3	1,391	1,391	0.315%	0.323%	C2071	C2072
4308	ER	2/2	899	899	0.204%	0.209%	T3057	T3125
4309	IR	1/1	663	663	0.150%	0.154%	5018	
4310	G1R	2/2	1,130	1,130	0.256%	0.263%	2124	2125
4311	BR	2/2	747	747	0.169%	0.174%	T5124	T5209
4312	AR	2/2	728	728	0.165%	0.169%	T5134	T5199
4401	A	2/2	728	728	0.165%	0.169%	T5126	T5207
4402	B	2/2	747	747	0.169%	0.174%	T2099	TC2135
4403	G1	2/2	1,130	1,130	0.256%	0.263%	2118	2119
4404	I	1/1	663	663	0.150%	0.154%	5011	
4405	E	2/2	899	899	0.204%	0.209%	T3060	T3122
4406	J	1/1	661	661	0.150%	0.154%	C2029	
4407	K	3/3	1,391	1,391	0.315%	0.323%	C3105	C3106
4408	ER	2/2	899	899	0.204%	0.209%	T3059	T3123
4409	IR	1/1	663	663	0.150%	0.154%	5015	
4410	G1R	2/2	1,130	1,130	0.256%	0.263%	2120	2121
4411	BR	2/2	747	747	0.169%	0.174%	T2100	T2134
4412	AR	2/2	728	728	0.165%	0.169%	T5127	T5206
4501	A	2/2	728	728	0.165%	0.169%	T4172	TC4173
4502	B	2/2	747	747	0.169%	0.174%	T4170	T4175
4503	G1	2/2	1,130	1,130	0.256%	0.263%	2114	2115
4504	I	1/1	663	663	0.150%	0.154%	C5073	
4505	E	2/2	899	899	0.204%	0.209%	T3062	T3120
4506	J	1/1	661	661	0.150%	0.154%	C2028	
4507	K	3/3	1,391	1,391	0.315%	0.323%	C3108	C3109
4508	ER	2/2	899	899	0.204%	0.209%	T3061	T3121
4509	IR	1/1	663	663	0.150%	0.154%	C5079	
4510	G1R	2/2	1,130	1,130	0.256%	0.263%	2116	C2117
4511	BR	2/2	747	747	0.169%	0.174%	T4171	T4174
4512	AR	2/2	728	728	0.165%	0.169%	T5122	T5211
4601	PA	2/2	1,268	1,268	0.283%	0.294%	3028	3029
4602	B	2/2	747	747	0.169%	0.174%	T4165	T4180
4603	G1	2/2	1,130	1,130	0.256%	0.263%	2110	2111
4604	I	1/1	663	663	0.150%	0.154%	C5103	
4605	PE	2/2	993	993	0.221%	0.230%	T2038	T2083
4607	PJ	1/1	722	722	0.160%	0.168%	T4136	T4209
4606	PK	3/3	1,521	1,521	0.340%	0.353%	3015	3016
4608	PER	2/2	993	993	0.221%	0.230%	T2037	T2084
4609	IR	1/1	663	663	0.150%	0.154%	C5098	
4610	G1R	2/2	1,130	1,130	0.256%	0.263%	2112	2113
4611	BR	2/2	747	747	0.169%	0.174%	T4166	T4179
4612	PAR	2/2	1,268	1,268	0.283%	0.294%	C3075	C3076
4701	PA	2/2	1,268	1,268	0.283%	0.294%	3023	3024
4702	B	2/2	747	747	0.169%	0.174%	T4160	T4185
4703	G1	2/2	1,130	1,130	0.256%	0.263%	C3103	C3104
4704	I	1/1	663	663	0.150%	0.154%	2101	
4705	PE	2/2	993	993	0.221%	0.230%	C4042	C4111
4707	PJ	1/1	722	722	0.160%	0.168%	T4135	T4210

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	Percent Ltd. Common Interest	Limited Common Elements Parking Stalls	
4706	PK	3/3	1,521	1,521	0.340%	0.353%	3017	3018
4708	PER	2/2	993	993	0.221%	0.230%	T2041	T2080
4709	IR	1/1	663	663	0.150%	0.154%	C5101	
4710	G1R	2/2	1,130	1,130	0.256%	0.263%	2108	2109
4711	BR	2/2	747	747	0.169%	0.174%	T4161	T4184
4712	PAR	2/2	1,268	1,268	0.283%	0.294%	3025	3026
4801	PHA	Loft	1,268	1,268	0.283%	0.294%	3013	3014
4802	PHB	Loft	747	747	0.169%	0.174%	T4157	T4188
4803	PHM	Loft	1,811	1,811	0.407%	0.420%	2004	2005
4804	PHN	Loft	1,740	1,740	0.390%	0.403%	C4041	C4099
4805	PHK	Loft	1,521	1,521	0.340%	0.353%	3019	3020
4806	PHER	Loft	993	993	0.221%	0.230%	C2054	C2055
4807	PHMR	Loft	1,811	1,811	0.407%	0.420%	2006	2007
4808	PHBR	Loft	747	747	0.169%	0.174%	T4158	T4187
4809	PHAR	Loft	1,268	1,268	0.283%	0.294%	3011	3012
Res		489	430,288		97.405%	100.00%		
Total			441,752		100.00%			

**LEGEND:**

- C -- Compact
- H -- Handicapped
- T -- Tandem
- TC -- Tandem Compact
- S -- Storage
- UT -- Uncovered Tandem
- UTC -- Uncovered Tandem Compact

## BOUNDARIES OF APARTMENTS

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

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

The approximate floor areas of the Residential Units set forth on Exhibit "A-1" 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 floor areas of the Residential Units set forth on Exhibit "A-1" are not exact but are approximations based on the floor plans of each type of Residential Unit. The measurements of the Residential Units set forth on Exhibit "A-1" may not follow the designation of the limits of the Residential Units (the legally designated areas of the Residential Units) set forth above and in the Declaration, and the net living areas set forth on Exhibit "A-1" may be greater than the floor areas of the Residential Units as so designated and described above and in the Declaration.

The approximate floor areas of the Commercial Units and the Industrial Units set forth on Exhibit "A-1" attached to this Public Report are "net floor areas" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The floor areas of the Commercial Units and the Industrial Units set forth on Exhibit "A-1" are not exact but are approximations based on the initial floor plans of each such Unit. The Owners

### EXHIBIT "B"

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or tenants of the Commercial Units and the Industrial Units may configure the interiors of such Units differently than originally shown on the Condominium Map and the aggregate floor areas of the various spaces comprising the Commercial Units and the Industrial Units as so configured may be less than the net floor areas of the Commercial Units set forth on Exhibit "A-1".

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

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

11.3 **Alterations and Additions to Units and Limited Common Elements.**

- (a) The development and use of the Project are subject to the terms of the Kakaako Documents. Accordingly, no alterations or additions to any Unit or limited common element may be made that is prohibited by the Kakaako Documents or by any other special permits or agreements to which the development and/or use of the Project is subject.
- (b) Except as otherwise provided herein, no Owner of a Unit shall, without the prior written approval of the Board, make any structural alterations in or additions to his Unit or any limited common elements appurtenant to the Unit or make any alterations in or additions to his Unit or any limited common elements appurtenant to the Unit that would change the exterior appearance of the Project, including, but not limited to, any painting, altering or installing awnings, jalousies or screens.
- (c) In no event shall any Unit Owner do any work (including, but not limited to, any work to such Owner's Unit or the limited common elements assigned to the Unit) that may jeopardize the soundness or safety of the Project, reduce the value thereof, or impair any easement, as reasonably determined by the Board.
- (d) Except as otherwise provided herein, an Owner may make nonstructural alterations and additions solely within his Unit, or solely within a limited common element (other than an assigned limited common element parking stall) appurtenant to and for the exclusive use of his Unit, at the Owner's sole cost and expense and without Board approval, provided that such alterations or additions do not change the exterior appearance of the Project, jeopardize the soundness or safety of the Project or any part thereof, reduce the value of the Project, impair any easement or otherwise affect any other Unit or common elements, all as reasonably determined by the Board; and provided, further, that any building permit or other governmental permit or authorization required for such alterations or additions is first duly obtained and filed with the Board and the proposed alteration or addition will not adversely affect the Project's insurance rating or premiums.
- (e) No Unit Owner shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antenna, satellite dish or other telephone, television, radio, electronic or digital signal receiving device, machines or air-conditioning units, or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of the Building or protruding through the walls, windows or roof thereof.
- (f) No Owner of a Residential Unit shall, without the prior written approval of the Board, alter or replace any of the surface floor coverings provided with the Unit

with new hard surface floor coverings such as wood, tile, marble or granite. Notwithstanding the foregoing, the Owner of a Residential Unit may alter, repair, or replace existing hard surfaces floor covering in the Owner's Residential Unit in the same manner and with substantially the same material as originally installed by Developer without such consent. As a condition to obtaining the Board's written approval of the proposed alteration or replacement, the Owner must provide the Board with written evidence that the new floor covering will have underlying sound absorbent material capable of mitigating sound transmission with a minimum Impact Isolation Class rating of IIC-50 or such other rating as the Board shall have determined is required to prevent unreasonable sound transmission through the type of flooring that will be installed. Following installation of any such approved hard floor covering, the Owner will provide the Board with written confirmation from the installer that the underlying sound absorbent material specified in the Board's written approval was duly installed. The Board shall have the right to require that any hard surface floor covering installed without the Board's prior written approval shall be removed at the Unit Owner's expense. Notwithstanding the foregoing, if an Owner purchases a Residential Unit from the Developer in a partially finished condition without floor coverings, the Owner will be required, prior to occupying the Unit, to install carpeting or hard surface floor coverings that have underlying sound absorbent material capable of mitigating sound transmission with a minimum Impact Isolation Class rating of IIC-50, as approved by the Developer prior to installation. In such event, the Developer approved floor coverings installed by the Owner of the Unit shall be deemed, for purposes of this section, to have been provided with the Unit.

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

(h) The concrete components of the Unit and the Building have been built using a post-tension concrete system (the "System"). The System involves placing steel



cables under high tension in the concrete slab foundation forming the floor and ceiling of each Unit. By accepting a Unit Deed, each Owner will thereby acknowledge and accept (i) that one of the effects of using a post-tension concrete method of construction is that concrete surfaces may experience non-structural, cosmetic cracking that may be visible to Owners and require cosmetic repairs, and (ii) that it is an inherent part of a poured concrete slab using the System that it will not be level but will be level within the construction tolerances permitted under the building code applicable to the Project, thus certain alterations such as a wood or other hard surface floor covering may require some leveling prior to installation of the same. Each Unit Owner is hereby further put on notice that attempts to alter or pierce a Unit's foundation slab could damage the integrity of the System and/or cause serious injury or damage to persons and property. By accepting a Unit Deed, each Owner will thereby covenant and agree to and with the Developer (A) not to cut into or otherwise tamper with the Unit's concrete slab foundation, (B) not to knowingly permit or allow any other person to cut into or tamper with the Unit's concrete slab foundation, (C) to disclose to any tenant, lessee or subsequent purchaser of the Unit the existence of the System and the terms of this section 11.3(h), and (D) to indemnify and hold harmless the Developer for any damage or injury resulting from or arising in connection with the alteration of the Unit's concrete slab foundation by the Owner or any employee, agent, family member, contractor or other person acting under the authority of the Owner.

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

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

**EXHIBIT "C"**

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

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

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

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

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

(d) Except as otherwise provided in this Declaration or in the Bylaws, whenever in the judgment of the Board, the common elements or the limited common elements assigned to the Residential Units as a group shall require additions, alterations, repairs or improvements with a total cost of less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), the Board may proceed with such additions, alterations, repairs or improvements and shall assess the cost thereof as a common expense, except that the cost of any such work performed on any limited common elements shall be charged as a limited common expense to the Owners of Units to which such limited common elements are appurtenant. Any additions, alterations, repairs or improvements to common elements costing in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) may be made by the Board only after

obtaining approval of a majority of Unit Owners (if such additions, alterations, repairs or improvements are to common elements, exclusive of limited common elements) or a majority of Unit Owners to which the affected limited common elements are appurtenant (if such additions, alteration, repairs or improvements are to limited common elements); except that such approval shall not be required (i) for any repairs covered by available insurance proceeds held in the name of the Association, or (ii) for any additions, alterations, repairs or improvements required by law or to insure public health or safety, or (iii) in the event of an emergency threatening immediate and substantial damage to person or property, or (iv) for any additions, alterations, repairs, replacements or improvements anticipated in the Association's budget and for which reserve funds have been allocated in accordance with the requirements of the Bylaws, the Act and all applicable administrative rules relating to budgets and reserves for condominium associations. If approval is required and obtained, the cost of such additions, alteration, repairs or improvements shall constitute part of the common expense payable by all Unit Owners (in the case of common elements) or part of the limited common expense assessments payable by the Owners of the Units to which the affected limited common elements are appurtenant. The dollar amount set forth in this subsection may be increased or decreased from time to time by the vote or written consent of a majority of the Unit Owners. Notwithstanding the foregoing, the acquisition (by the Developer on behalf of the Association or by the Association through the exercise of rights reserved in section 9.5 of this Declaration) of any rights, licenses, easements or entitlements to use the surface of Waimanu Street for ingress and egress to and from the Project, and/or to use any and all sewer, drainage or other utility lines, pipes, culverts or installations of whatever kind beneath the surface of Waimanu Street and serving or intended to serve the Project, shall require only the approval, vote or consent of those persons whose approval, vote or consent is required under section 9.5 of this Declaration.

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

(f) The Owner of any two or more adjacent Residential Units separated by a common element wall may alter or remove all or portions of such wall if the structural integrity of the Building is not thereby affected and if the finish of the remaining common element(s) is restored to a condition substantially comparable to that of the common

elements prior to such alterations. Such alteration shall be done only by a contractor or contractors licensed to do business in the State of Hawaii and shall require only the written approval of the Board, including the Board's approval of the Owner's plans for such alteration, together with the approval of the holders of first mortgages on all Units affected by such alteration (if the mortgagees require approval), and the approval of the appropriate agencies of the State of Hawaii and/or the City and County of Honolulu if such agencies so require. The Board's approval shall be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. Such alteration may be undertaken without an amendment to the Declaration or the Condominium Map. As a further condition of its approval, the Board shall require that the Owner of the Units affected provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the Owner obtain a performance and lien payment bond, naming as obligees the Board, the Association and all Unit Owners and their mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. Prior to the termination of the common ownership of any such adjacent Units, the Owner of such Units shall be obligated to restore the intervening wall between the Units to substantially the same condition in which the wall existed prior to its alteration or removal.

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

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

12. **Exemptions for Persons With Disabilities.** Subject to the Bylaws, the Act and all other applicable laws, Owners with disabilities shall be permitted to make reasonable modifications to their Units and/or the common elements, at their sole expense (including the cost of obtaining any bonds required this Declaration, the Bylaws or the Act), if such modifications are necessary to enable them to use and enjoy their Units and/or the common elements, provided that any Owner with a disability desiring to make such modifications shall make such request, in writing, to the Board. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. If the proposed modification will change the exterior appearance of the Project or any part thereof, the Board's approval of the request may be conditioned upon evidence satisfactory to the Board that the needs of the disabled Owner cannot adequately be met at reasonable cost without causing such change in appearance, and that the proposed modification shall cause the least change in appearance reasonably possible under all of the circumstances. The Board of Directors shall not unreasonably withhold or delay its consent to such request,

and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required in order to consider such request, whichever shall last occur. Nothing contained in this section 12 shall exempt an Owner, at such Owner's sole cost and expense, from making all amendments to this Declaration, the Bylaws and/or the Condominium Map necessitated by any changes permitted under this section. Such amendments need only be approved and executed by the Board and the Owner making such modifications.

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

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

- (a) change the aggregate common interest or common expense obligations appurtenant to all Commercial Units owned by the Developer at the time of such subdivision;
- (b) convert common elements actually used by the Owners of any of the other Units to limited common elements without the prior approval of a majority of the Owners who actually use such common elements;
- (c) materially impair the right of any other Unit Owner to use and enjoy such Owner's Unit or the limited common elements appurtenant thereto; or
- (d) materially decrease the value of the Project or of any Unit owned by any person other than the Developer.

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

## COMMON ELEMENTS

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

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

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

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

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

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

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

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

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

**EXHIBIT "D"**

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## LIMITED COMMON ELEMENTS

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

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

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

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

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

5.4 Each Residential Unit shall have appurtenant thereto as a limited common element the mailbox designated with the Unit's number located in the mail room located adjacent to the Lobby on the First Floor and as shown on the Condominium Map.

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

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

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

5.8 Some of the Residential, Commercial and Industrial Units shall have appurtenant thereto as limited common elements the storage locker(s) or closet(s) assigned to the Unit and identified on Exhibit "C" to the Declaration and made a part hereof as limited common element storage.

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



## ENCUMBRANCES AGAINST TITLE

That certain Status Report dated **November 4, 2009**, issued by Title Guaranty of Hawaii, Inc., discloses that the land of the Project is subject to the following encumbrances. The ITEMS and LOT numbers shown below pertain to the various parcels comprising the Project's land, which is more particularly described in the Declaration and in Exhibit "F-2" attached to this Public Report. References to "the land described in Schedule C" in the following list of encumbrances are to the land described in the Declaration and in Exhibit "F-2" attached to this Public Report:

1. Real Property taxes as may be due and owing. Refer to the City and County of Honolulu Director of Finances for further information.
  
2. -AS TO ITEM I (LOT 435):-
  - (A) IMPROVEMENT ASSESSMENT: (HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII) - that may be due and owing  

DISTRICT NO. 0004            LOT NO. 47
  
  - (B) The terms and provisions contained in the following:  

INSTRUMENT	:	AGREEMENT
DATED	:	July 19, 1943
FILED	:	Land Court Document No. 70018
PARTIES	:	WILLIAM H. MULLIN and MARGARETHE F. MULLIN and HATTIE KULAMANU WARD, LUCY KAIAKA WARD and VICTORIA KATHLEEN WARD
RE	:	building within setback area along Waimanu Street for future road widening
  
  - (C) SETBACK (8 feet wide)  

PURPOSE	:	road
SHOWN	:	on Map 20, filed with Land Court Application No. 670
  
  - (D) DESIGNATION OF EASEMENT "6"  

PURPOSE	:	sanitary sewer
SHOWN	:	on Map 20, as set forth by Land Court Order No. 24810, filed October 19, 1965
  
  - (E) An easement in favor of the CITY AND COUNTY OF HONOLULU for sewer purposes over said Easement "6" acquired by AMENDED FINAL ORDER OF

**EXHIBIT "F-1"**

Page 1 of 8

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

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

PURPOSE : building  
SHOWN : on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009

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

- (G) 10 feet road widening setback along Waimanu Street, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009.

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

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

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

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

**EXHIBIT "F-1"**

(J) DESIGNATION OF EASEMENT "12"

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

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

(A) SETBACK (8 feet wide)

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

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

PURPOSE : building  
SHOWN : on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009

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

(C) 10 feet road widening setback along Waimanu Street, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009.

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

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

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

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

DISTRICT NO. 0004 LOT NO. 48

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

DISTRICT NO. 0004 LOT NO. 49

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

DISTRICT NO. 0004 LOT NO. 50

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

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

(2) GRANT

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

DATED : March 11, 2008

RECORDED : Document No. 2008-043974

GRANTING : easement for utility purposes

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

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

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

-NOTE:- This parcel lies within Waimanu Street.

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

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

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

INSTRUMENT : DECLARATION OF TRANSFER OF USES  
DATED : January 27, 2006  
FILED : Land Court Document No. 3384035  
RECORDED : Document No. 2006-017389

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

- (1) 10 feet building setback line along Waimanu Street as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009.

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

- (2) 10 feet road widening setback line along Waimanu Street as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009.

5. -AS TO ITEM IV:-

- (A) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC, a Hawaii corporation

DATED : March 11, 2008  
RECORDED : Document No. 2008-043974  
GRANTING : easement for utility purposes

(B) SETBACK (15 feet along Kapiolani Boulevard)

PURPOSE : building  
SHOWN : on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009

6. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "MOANA VISTA" CONDOMINIUM PROJECT

DATED : September 26, 2008  
FILED : Land Court Document No. 3793547  
RECORDED : Document No. 2008-151496  
MAPS : 1970 filed in the Office of the Assistant Registrar of the Land Court, and 4715 recorded in the Bureau of Conveyances, and any amendments thereto

7. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED : September 26, 2008  
FILED : Land Court Document No. 3793548  
RECORDED : Document No. 2008-151497

8. All matters shown on Condominium Map Nos. 1970 filed in the Office of the Assistant Registrar of the Land Court, and 4715 recorded in the Bureau of Conveyances, and any amendments thereto.

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

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

**EXHIBIT "F-1"**

11. Encroachments or any other matters as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009.
12. STIPULATION FOR ATTACHMENT OF MECHANICS' AND MATERIALMAN'S LIEN AND ORDER

LIENOR : HAWAIIAN DREDGING CONSTRUCTION COMPANY, INC.  
 LIENEE : KC RAINBOW II, LLC, dba Moana Vista  
 FILED : in the Circuit Court of the First Circuit, State of Hawaii, on March 5, 2009, M.L. 08-1-0117  
 AMOUNT : \$23,500,000.00  
 FILED : Land Court Document No. 3835734 on March 6, 2009  
 RECORDED : Document No. 2009-034401 on March 6, 2009

MEMORANDUM OF ASSIGNMENT OF LIEN RIGHTS dated September 22, 2009, filed as Land Court Document No. 3902605, recorded as Document No. 2009-148988, assignment of the interest of HAWAIIAN DREDGING CONSTRUCTION COMPANY, INC., a Hawaii corporation to OMMV HOLDINGS, LLC, a Delaware limited liability company.

Change of Name of OMMV HOLDINGS, LLC to OM PACIFICA EQUITY, LLC, a Delaware limited liability company, on September 28, 2009, as set forth by Land Court Order No. 180672, filed October 21, 2009.

FIRST AMENDMENT TO MEMORANDUM OF ASSIGNMENT OF LIEN RIGHTS dated October 21, 2009, but effective as of and from September 22, 2009, filed as Land Court Document No. 3908598, recorded as Document No. 2009-161495.

Said memorandum is subject to the following:

The terms and provisions on contained in the following:

INSTRUMENT : SECURITY AGREEMENT AND FINANCING STATEMENT-COLLATERAL ASSIGNMENT OF HDCC LIEN RIGHTS  
 DATED : September 24, 2009  
 FILED : Land Court Document No. 3902606  
 RECORDED : Document No. 2009-148989  
 PARTIES : OMMV HOLDINGS, LLC, a Delaware limited liability company, "Assignor", and BRP PARTNERS, INC., as Agent for the Lender, a Delaware corporation, "Assignee"

RE : collateral security for the Loan in the amount of \$30,000,000.00

CONSENT AND PARTIAL RELEASE OF SECURITY INTERESTS dated October 21, 2009, filed as Land Court Document Nos. 3908602 thru 3908603, recorded as Documents Nos. 2009-161498 thru 2009-161499.

**NOTES:**

**BLANKET MORTGAGE:** PRIOR TO CONVEYANCE OF A UNIT TO A BUYER, THE DEVELOPER MAY OBTAIN CONSTRUCTION FINANCING FOR THE PROJECT AND GIVE A BLANKET MORTGAGE ON THE PROJECT AS SECURITY. SECTION 5.3 ON PAGES 13 AND 13a OF THE PUBLIC REPORT TO WHICH THIS EXHIBIT IS ATTACHED EXPLAINS MORE ABOUT THE POSSIBLE EFFECTS OF A BLANKET MORTGAGE ON THE PROJECT.

**REMOVAL OF EXCEPTION NO. 12:** PLEASE NOTE THAT THE DEVELOPER WILL ARRANGE FOR AND CAUSE EXCEPTION NO. 12 ABOVE TO BE REMOVED BY THE DEVELOPER AFTER THE 45 DAY LIEN PERIOD WHICH COMMENCED UPON FILING OF THE NOTICE OF ABANDONMENT BY THE PRIOR DEVELOPER EXPIRES ON OR ABOUT DECEMBER 14, 2009, WITHOUT THE FILING OF ANY MECHANICS LIEN APPLICATION. THUS PRIOR TO THE CONVEYANCE OF ANY UNIT TO A BUYER THIS ENCUMBRANCE WILL NO LONGER AFFECT THE PROPERTY.



**DESCRIPTION OF THE LAND**

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

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

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

Being the land(s) described in Transfer Certificate of Title No. 961,838 issued to OLIVERMcMILLAN PACIFICA, LLC, a Delaware limited liability company.

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

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

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

Being the land(s) described in Transfer Certificate of Title No. 961,838 issued to OLIVERMcMILLAN PACIFICA, LLC, a Delaware limited liability company.

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

**-FIRST:-**

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

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

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

Being the land(s) described in Transfer Certificate of Title No. 961,838 issued to OLIVERMcMILLAN PACIFICA, LLC, a Delaware limited liability company.

**-SECOND:-**

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

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

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

**-THIRD:-**

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

Beginning at the northwest corner of this parcel of land, on the north side of Waimanu Street and at the south corner of Lot 1, being a portion of R. P. 1807, L. C. Aw. 3169, Ap. 1 to

Koalele, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,835.78 feet south and 709.62 feet west and thence running by azimuths measured clockwise from true South:

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

**-FOURTH:-**

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

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

- |    |     |     |       |  |
|----|-----|-----|-------|--|
| 1. | 33° | 00' | 15.00 | feet along the present northeast side of Waimanu Street; |
|----|-----|-----|-------|--|

**EXHIBIT "F-2"**

2. 140° 27' 20" 167.93 feet along same;
3. 209° 45' 20.00 feet along same;
4. 321° 56' 170.56 feet along the new northeast side of Waimanu Street to the point of beginning and containing an area of 2,781 square feet, more or less.

ITEM III is also together with the right to enter that certain parcel identified as Tax Map Key (1) 2-3-003-074 as provided and conditioned on the terms and provisions in the following:

INSTRUMENT : ENCROACHMENT & ACCESS AGREEMENT  
 DATED : August 28, 2001  
 FILED : Land Court Document No. 2761965  
 RECORDED : Document No. 2001-197588  
 PARTIES : ASSET HOLDING, INC., a Hawaii corporation, KAPIOLANI LOTS 75/85/86, LLC, a Hawaii limited liability company, and HONOLULU DESIGN CENTER, LLC, a Hawaii limited liability company

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

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

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

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

**EXHIBIT "F-2"**

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED

GRANTOR : KC RAINBOW II, LLC, a Hawaii limited liability company  
GRANTEE : OLIVERMcMILLAN PACIFICA, LLC, a Delaware limited liability company  
DATED : October 21, 2009  
FILED : Land Court Document No. 3908604 thru 3908605  
RECORDED : Document No. 2009-161500 thru 2009-161501

**Exhibit G**  
**Names of Officers and Members of Developer**

**Developer:** OliverMcMillan Pacifica, LLC, a Delaware limited liability company

**Sole Member  
of Developer:** OMB Pacifica Investors, LLC, a Delaware limited liability company.

**Manager  
of OMB Pacifica:** OliverMcMillan Pacifica Group, LLC, a Delaware limited liability company

**Officers of OM  
Pacifica Group:**

Morgan Dene Oliver	Chief Executive Officer
Richard Paul Buss	President
William P. Persky	Chief Financial Officer and Secretary

## DEVELOPER'S RESERVED RIGHTS GENERALLY

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

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

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

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

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

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

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

(f) In section 9.8 of the Declaration, if the Project is found not to be in compliance with any federal, state or local law in effect at any time after completion of the Project, the Developer has reserved the right, at its election but without obligation and without the joinder or consent of the Association, any unit owner, unit purchaser, lienholder or other person, to enter the Project and make such modifications to the common elements as are necessary, in the



Developer's judgment, to bring the Project into compliance with the applicable laws. This right shall also include the right to cause noise, dust and other disturbances and nuisances incidental to modifying the common elements as required; provided, however, that the Developer or any party performing such work on behalf of the Developer shall make reasonable efforts to minimize such disturbances and nuisances.

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

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

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

(j) In section 19.1 of the Declaration, the Developer has reserved the right, without the joinder or consent or approval of any other person, to amend the Declaration (and when applicable, any exhibits to the Declaration), the Bylaws and the Condominium Map to file the "as-built" certification of a licensed architect, engineer or surveyor required by the Act, and/or to correct typographical or other drafting errors. In section 19.2 of the Declaration and/or in section 10.2(b) of the Bylaws, the Developer has also reserved the right (but not the obligation) for so long as the Developer retains any interest in a unit in the Project, without the joinder or consent of any other person, to amend the Declaration and the Bylaws (and the Condominium Map, if appropriate) for the purpose of meeting any requirement imposed by (i) any applicable federal, state or county law, rule or ordinance, (ii) the Real Estate Commission, (iii) any title

**EXHIBIT "H"**

insurance company issuing a title insurance policy on the Project or any of the units, (iv) any institutional lender lending funds on the security of the Project or any of the units, or (v) any other governmental or quasi-governmental agency including, without limitation, the HCDA, the City and County of Honolulu, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no such amendment that would change the common interest appurtenant to a unit owned by any person other than the Developer or substantially change the design, location or size of a unit owned by any person other than the Developer shall be made without the consent of all persons having an interest in such unit, except as expressly provided otherwise in the Declaration.

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

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

(m) In Section 25.5 of the Declaration, the Developer has expressly reserved the right and option (but not the obligation) to develop and construct (i) a rooftop lanai as an appurtenant limited common element to Unit 4803 within the area on the eastern (diamond head) end of the rooftop of the Building as more particularly shown on CRP-13 of the Condominium Map and enclosed by a dotted line identified as "Potential Rooftop Lanai Improvement", and (ii) a rooftop lanai as an appurtenant limited common element to Unit 4807 within the area on the western (ewa) end of the rooftop of the Building as more particularly shown on CRP-13 of the Condominium Map and enclosed by a dotted line identified as "Potential Rooftop Lanai Improvement", without the consent or joinder of any Unit Owner, lien holder or other persons. The Developer has also reserved the right (but not the obligation) for itself, its successors in interest and assigns to do all things necessary or convenient (A) to cause the development and construction of one or both of the rooftop lanais, and (B) to amend this Declaration and the Condominium Map and any other documents pertaining to the Project to the extent necessary to properly reflect such change, without the consent or joinder of any Unit

**EXHIBIT "H"**

Owner, lien holder or other persons. It is further understood and agreed that the addition of the rooftop lanais constitute limited common element areas appurtenant to the specified Unit and therefore will not increase the floor area of these Units and shall not result in any change or adjustment to the common interest appurtenant to these Units. This Developer's reserved right shall expire if not previously exercised upon issuance of the certificate of occupancy for the Building.

(n) In Section 25.6 of the Declaration, the Developer has expressly reserved the right and option (but not the obligation), at Developer's sole cost and expense, to (i) add to, modify, or relocate prior to substantial completion of the Project, any of the designated amenities that may currently appear on Sheet CPR-7 of the Condominium Map as being located on the recreation deck of the Project, and (ii) develop and construct at Developer's sole cost and expense, certain additional, potential and future amenity improvements within the areas located on the recreation deck on top of the pedestal portion of the Building which areas are outlined by the dotted lines shown on sheet CPR-7 of the Condominium Map and identified as "Potential Future Amenity Improvement", subject however to the Developer acquiring with approval of HCDA any additional floor area that may be required for the same. The Developer has also reserved the right (but not the obligation) for itself, its successors in interest and assigns to do all things necessary or convenient (A) to cause the addition, modification or relocation of any currently designated amenities on the recreation deck, (b) to cause the development and construction of any additional potential and future amenity improvements on the recreation deck of the Project that the Developer may elect to develop and construct, and (C) to amend this Declaration and the Condominium Map and any other documents pertaining to the Project to the extent necessary to properly reflect such changes and additions, without the consent or joinder of any Unit Owner, lien holder or other persons. It is further understood and agreed that the addition to the Project of these additional, potential and future amenity improvements to the recreation deck of the Project are expressly subject to (a) the Developer obtaining the necessary additional floor area approvals from HCDA to allow for such additional amenity improvements to be constructed and installed, and (b) the determination of whether or not to add such potential future amenity improvements being within the sole and absolute discretion of the Developer as is the nature and type of potential future amenity improvement actually developed and constructed, if at all, on the recreation deck. This Developer's reserved right shall expire if not previously exercised upon issuance of the certificate of occupancy for the Building.

(o) In Section 25.7 of the Declaration, the Developer has reserved the right and option (but not the obligation) to change the Project by annexing into the Project and the condominium property regime any adjacent parcel and any improvements located on the adjacent parcel. The Developer may only annex an adjacent parcel which is a legally separate lot, and the Developer must pay all costs of annexing the adjacent parcel. The Developer has also reserved the right (but not the obligation) for itself, its successors in interest and assigns to do all things necessary or convenient (A) to cause the annexation of any adjacent parcel into the project, (B) to cause the development and construction of any additional improvements in the Project that the Developer may elect to develop and construct either on the adjacent parcel or the existing Lands as a result of the additional floor area available as a result of the annexation of the adjacent parcel, and (C) to amend this Declaration and the Condominium Map and any

other documents pertaining to the Project to the extent necessary to properly reflect such annexation, changes and additions, without the consent or joinder of any Unit Owner, lien holder or other persons. It is further understood and agreed that the annexation to the Project of the adjacent parcel and the development and construction of any potential and future improvements to the Project resulting therefrom are expressly subject to (x) the Developer obtaining the necessary approvals from HCDA to allow for the joint development of the adjacent parcel with existing Project lands, and (y) the determination of whether or not to annex any such adjacent parcel being within the sole and absolute discretion of the Developer as is the nature and type of any potential future improvements actually developed and constructed, if at all, in the Project as a result of the additional floor area so obtained. This Developer's reserved right shall expire if not previously exercised upon issuance of the certificate of occupancy for the Building.

(p) In Section 25.9 of the Declaration, it is provided that the reserved rights in favor of the Developer set forth in this Section 25 and in any other provisions of this Declaration are collectively called the "**Developer's Reserved Rights**". The Developer's Reserved Rights are to remain in full force and effect for any express term set forth in the Declaration and where no specific duration is specified the Developer's Reserved Rights shall remain in full force and effect until the earlier to occur of (a) December 31, 2025, or (b) the date on which Developer records from time to time an instrument in writing relinquishing all of or a designated portion of the Developer's Reserved Rights.

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

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

(s) Section 9.10 of the Declaration provides that, to the extent that the joinder or consent of any unit owner may be required in order to confirm, effectuate or exercise any easements or rights granted or reserved to the Developer in section 9 or elsewhere in the Declaration or in the Bylaws, or to validate any act or thing done pursuant to such easements,

**EXHIBIT "H"**

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

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

(u) In section 10.2(d) of the Bylaws, the Developer reserves the right, without the joinder or consent of any other party, including any Unit Owner, Unit purchaser, mortgagee, lienholder, or any other person or entity whatsoever, to amend the Bylaws as reasonably necessary or appropriate to reflect changes to the Declaration and/or the Condominium Map and/or to the Project brought about through the exercise of rights reserved to the Developer in the Declaration.

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

**EXHIBIT "H"**

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS FOR  
PACIFICA HONOLULU

CERTIFICATE


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

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

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

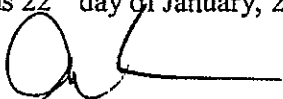
3. As permitted pursuant to Section 514B-148(b), new associations need not collect estimated reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

DATED: Honolulu, Hawaii, this 22<sup>nd</sup> day of January, 2010.



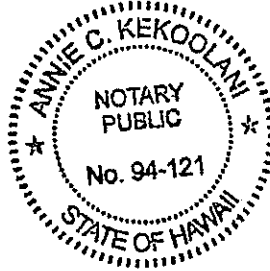
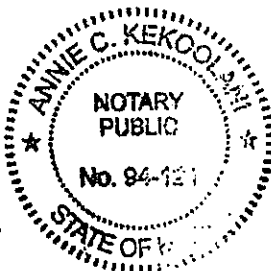
Name: TED WALKEY  
Title: SENIOR VICE PRESIDENT, OPERATIONS

Subscribed and sworn to before me  
this 22<sup>nd</sup> day of January, 2010.



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

My commission expires: 02-16-2010



**EXHIBIT "1"**

Page 2 of 2

**EXHIBIT I**

**THE UNITS**

**NOTE:** Each Units Total Monthly Maintenance Fee Expense is the Total of the General Common and Limited Common Element Expense Fee Shown Below

Industrial Unit Number	Apt Type	Approx.		Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
		Net Floor Area Square Feet	Total Floor Area Square Feet				
Ind 1		562	562	0.127%	\$ 280.67	4.902%	
Ind 2		628	628	0.142%	\$ 313.82	5.478%	
Ind 3		993	993	0.225%	\$ 497.25	8.663%	

Commercial Unit Number	Apt Type	Approx.		Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
		Net Floor Area Square Feet	Total Floor Area Square Feet				
Comm 1		414	414	0.094%	\$ 207.74	3.611%	
Comm 2		8,867	8,867	2.007%	\$ 4,435.47	77.346%	

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx.		Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
			Net Floor Area Square Feet	Total Floor Area Square Feet				
601	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
602	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
603	C	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
604	D	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
605	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
606	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
607	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
608	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
609	DR	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
610	CR	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
611	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
612	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
701	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
702	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
703	C	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
704	D	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
705	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
706	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
707	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
708	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
709	DR	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
710	CR	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
711	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
712	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
801	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
802	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44



Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
803	C	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
804	D	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
805	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
806	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
807	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
808	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
809	DR	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
810	CR	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
811	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
812	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
901	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
902	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
903	C	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
904	D	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
905	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
906	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
907	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
908	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
909	DR	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
910	CR	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
911	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
912	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1001	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1002	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1003	C	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
1004	D	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
1005	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1006	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1007	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1008	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1009	DR	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
1010	CR	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
1011	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1012	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1101	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1102	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1103	C	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
1104	D	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
1105	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1106	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1107	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1108	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1109	DR	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
1110	CR	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
1111	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1112	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1201	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
1202	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1203	C	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
1204	D	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
1205	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1206	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1207	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1208	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1209	DR	2/2	986	986	0.223%	\$ 492.83	0.229%	\$ 128.24
1210	CR	2/2	798	798	0.181%	\$ 400.01	0.185%	\$ 103.60
1211	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1212	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1501	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1502	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1503	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1504	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1505	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1506	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1507	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1508	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1509	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1510	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1511	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1512	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1601	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1602	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1603	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1604	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1605	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1606	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1607	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1608	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1609	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1610	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1611	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1612	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1701	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1702	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1703	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1704	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1705	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1706	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1707	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1708	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1709	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1710	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1711	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1712	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
1801	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1802	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1803	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1804	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1805	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1806	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1807	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1808	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1809	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1810	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1811	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1812	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1901	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
1902	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1903	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1904	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1905	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1906	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1907	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
1908	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
1909	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
1910	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
1911	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
1912	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2001	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2002	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2003	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2004	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2005	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2006	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2007	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2008	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2009	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2010	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2011	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2012	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2101	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2102	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2103	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2104	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2105	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2106	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2107	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2108	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2109	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2110	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2111	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2112	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
2201	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2202	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2203	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2204	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2205	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2206	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2207	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2208	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2209	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2210	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2211	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2212	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2301	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2302	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2303	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2304	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2305	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2306	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2307	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2308	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2309	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2310	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2311	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2312	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2401	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2402	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2403	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2404	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2405	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2406	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2407	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2408	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2409	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2410	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2411	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2412	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2501	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2502	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2503	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2504	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2505	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2506	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2507	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2508	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2509	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2510	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2511	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2512	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
2601	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2602	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2603	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2604	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2605	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2606	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2607	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2608	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2609	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2610	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2611	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2612	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2701	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2702	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2703	G	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2704	H	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2705	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2706	F	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2707	FR	2/2	1,033	1,033	0.234%	\$ 517.14	0.240%	\$ 134.40
2708	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2709	HR	1/1	732	732	0.166%	\$ 366.86	0.170%	\$ 95.20
2710	GR	2/2	1,056	1,056	0.239%	\$ 528.19	0.245%	\$ 137.20
2711	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2712	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2801	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2802	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2803	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
2804	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
2805	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2806	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
2807	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
2808	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2809	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
2810	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
2811	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2812	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2901	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
2902	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2903	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
2904	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
2905	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2906	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
2907	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
2908	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
2909	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
2910	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
2911	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
2912	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
3001	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3002	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3003	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3004	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3005	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3006	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3007	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3008	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3009	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3010	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3011	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3012	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3101	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3102	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3103	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3104	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3105	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3106	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3107	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3108	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3109	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3110	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3111	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3112	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3201	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3202	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3203	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3204	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3205	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3206	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3207	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3208	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3209	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3210	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3211	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3212	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3301	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3302	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3303	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3304	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3305	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3306	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3307	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3308	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3309	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3310	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3311	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3312	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
3401	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3402	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3403	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3404	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3405	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3406	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3407	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3408	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3409	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3410	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3411	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3412	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3501	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3502	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3503	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3504	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3505	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3506	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3507	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3508	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3509	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3510	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3511	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3512	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3601	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3602	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3603	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3604	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3605	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3606	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3607	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3608	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3609	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3610	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3611	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3612	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3701	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3702	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3703	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3704	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3705	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3706	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3707	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3708	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3709	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3710	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3711	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3712	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
3801	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3802	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3803	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3804	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3805	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3806	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3807	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3808	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3809	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3810	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3811	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3812	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3901	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
3902	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3903	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3904	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3905	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3906	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
3907	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
3908	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
3909	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
3910	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
3911	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
3912	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4001	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4002	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4003	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4004	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4005	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4006	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
4007	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
4008	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4009	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4010	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4011	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4012	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4101	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4102	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4103	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4104	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4105	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4106	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
4107	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
4108	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4109	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4110	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4111	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4112	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64



Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
4201	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4202	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4203	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4204	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4205	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4206	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
4207	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
4208	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4209	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4210	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4211	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4212	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4301	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4302	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4303	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4304	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4305	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4306	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
4307	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
4308	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4309	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4310	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4311	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4312	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4401	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4402	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4403	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4404	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4405	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4406	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
4407	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
4408	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4409	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4410	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4411	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4412	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4501	A	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64
4502	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4503	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4504	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4505	E	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4506	J	1/1	661	661	0.150%	\$ 331.50	0.154%	\$ 86.24
4507	K	3/3	1,391	1,391	0.315%	\$ 696.15	0.323%	\$ 180.88
4508	ER	2/2	899	899	0.204%	\$ 450.84	0.209%	\$ 117.04
4509	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4510	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4511	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4512	AR	2/2	728	728	0.165%	\$ 364.65	0.169%	\$ 94.64

Residential Unit Number	Apt Type	Number Of Bedrooms & Baths	Approx. Net Floor Area Square Feet	Approx. Total Floor Area Square Feet	Percent Common Interest	General Common Expense Fee	Percent Ltd. Common Interest	Limited Common Expense Fee
4601	PA	2/2	1,268	1,268	0.283%	\$ 625.43	0.294%	\$ 164.64
4602	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4603	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4604	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4605	PE	2/2	993	993	0.221%	\$ 488.41	0.230%	\$ 128.80
4607	PJ	1/1	722	722	0.160%	\$ 353.60	0.168%	\$ 94.08
4606	PK	3/3	1,521	1,521	0.340%	\$ 751.40	0.353%	\$ 197.68
4608	PER	2/2	993	993	0.221%	\$ 488.41	0.230%	\$ 128.80
4609	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4610	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4611	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4612	PAR	2/2	1,268	1,268	0.283%	\$ 625.43	0.294%	\$ 164.64
4701	PA	2/2	1,268	1,268	0.283%	\$ 625.43	0.294%	\$ 164.64
4702	B	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4703	G1	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4704	I	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4705	PE	2/2	993	993	0.221%	\$ 488.41	0.230%	\$ 128.80
4707	PJ	1/1	722	722	0.160%	\$ 353.60	0.168%	\$ 94.08
4706	PK	3/3	1,521	1,521	0.340%	\$ 751.40	0.353%	\$ 197.68
4708	PER	2/2	993	993	0.221%	\$ 488.41	0.230%	\$ 128.80
4709	IR	1/1	663	663	0.150%	\$ 331.50	0.154%	\$ 86.24
4710	G1R	2/2	1,130	1,130	0.256%	\$ 565.76	0.263%	\$ 147.28
4711	BR	2/2	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4712	PAR	2/2	1,268	1,268	0.283%	\$ 625.43	0.294%	\$ 164.64
4801	PHA	Loft	1,268	1,268	0.283%	\$ 625.43	0.294%	\$ 164.64
4802	PHB	Loft	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4803	PHM	Loft	1,811	1,811	0.407%	\$ 899.47	0.420%	\$ 235.20
4804	PHN	Loft	1,740	1,740	0.390%	\$ 861.90	0.403%	\$ 225.68
4805	PHK	Loft	1,521	1,521	0.340%	\$ 751.40	0.353%	\$ 197.68
4806	PHER	Loft	993	993	0.221%	\$ 488.41	0.230%	\$ 128.80
4807	PHMR	Loft	1,811	1,811	0.407%	\$ 899.47	0.420%	\$ 235.20
4808	PHBR	Loft	747	747	0.169%	\$ 373.49	0.174%	\$ 97.44
4809	PHAR	Loft	1,268	1,268	0.283%	\$ 625.43	0.294%	\$ 164.64

Res 489 430,288 97.405% \$215,265 100.00% \$56,000

Total 441,752 100.00% \$ 221,000.00

Apartment Owners shall not be obligated to pay their respective share of the common expenses until such time as the Developer files a disclosure abstract with the Real Estate Commission of the State of Hawaii stating that after a date certain, the Apartment Owners shall be obligated to pay for the respective shares of common expenses allocated to their apartments.

	Monthly	Annually
Maintenance Fees	\$277,000	\$3,324,000
Electricity Reimbursement	\$55,000	\$660,000
Investment Interest	\$500	\$6,000
Total Revenue	\$332,500	\$3,990,000
<b>Utilities</b>		
Electricity	\$110,000	\$1,320,000
TV Cable	\$16,000	\$192,000
Water	\$5,313	\$63,756
Sewer	\$23,413	\$280,956
Gas	\$350	\$4,200
Telephone	\$1,200	\$14,400
Web Communications - Common	\$500	\$6,000
Web Communications - Residential	\$8,000	\$96,000
<b>Maintenance</b>		
Cleaning Svc Windows	\$4,000	\$48,000
Cleaning Supplies	\$1,100	\$13,200
Elevator	\$4,000	\$48,000
Grounds	\$400	\$4,800
Grounds - Tree Trimming	\$300	\$3,600
Electrical/Lighting	\$1,000	\$12,000
Plumbing	\$100	\$1,200
Pool	\$400	\$4,800
Pest Control	\$300	\$3,600
Refuse	\$4,300	\$51,600
Maintenance Equipment	\$2,300	\$27,600
Fire Systems/Security	\$2,000	\$24,000
Misc Rprs & Purchs	\$2,000	\$24,000
Temporary Labor	\$500	\$6,000
Carpet Cleaning	\$1,000	\$12,000
Fitness Center Maintenance	\$150	\$1,800
Purchasing Hui	\$240	\$2,880
<b>Professional Services</b>		
HMC Admin Supplies & Svcs	\$3,000	\$36,000
AOAO Admin Expenses	\$1,500	\$18,000
Management Services	\$7,500	\$90,000
Audit	\$200	\$2,400
Legal Fees General	\$500	\$6,000
Consulting Fees	\$200	\$2,400
<b>Payroll and Benefits</b>		
P/R Manager	\$6,500	\$78,000
P/R Maintenance	\$12,000	\$144,000
P/R Janitorial	\$10,400	\$124,800
P/R Security	\$28,000	\$336,000
P/R Office	\$3,000	\$36,000
Workers Comp	\$3,800	\$45,600
TDI	\$500	\$6,000
Health Care	\$8,000	\$96,000
Payroll Taxes	\$4,700	\$56,400
Payroll Prep	\$335	\$4,020
Uniforms	\$700	\$8,400
RM Apt Rent	\$3,000	\$36,000
<b>Other Expenses</b>		
Insurance Master Policy	\$19,000	\$228,000

1-22-10

**Estimate of Maintenance Fee Disbursement**

Pacifica Honolulu  
(494 units)

	Monthly	Annually
D & O Insurance	\$400	\$4,800
State GET	\$100	\$1,200
Reserves	\$30,299	\$363,588
<b>TOTAL</b>	<b>\$332,500</b>	<b>\$3,990,000</b>

I, Ted Walkey, as agent for/and/or employed by Hawaiiana Management Company, the condominium managing agent for Pacifica Honolulu 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 prepared on an accrual basis.

*Ted Walkey*

Signature

*1/22/2010*

Date

Following are the estimated monthly costs for maintenance, electrical and labor charges for the commercial and residential limited common elements:

<b>RESIDENTIAL</b>				
Operating Costs:			Monthly	Annual
	Elevator Service Contract		\$4,000.00	\$48,000.00
	Internet		\$8,000.00	\$96,000.00
	Cable		\$16,000.00	\$192,000.00
	Gas		\$300.00	\$3,600.00
	Rec Deck Maintenacae		\$1,000.00	\$12,000.00
	Carpet Cleaning		\$1,000.00	\$12,000.00
	Refuse		\$4,300.00	\$51,600.00
<b>Reserve Components</b>				
	Elevators		\$6,500.00	\$78,000.00
	Internet		\$1,000.00	\$12,000.00
	Recreation Deck		\$3,400.00	\$40,800.00
	Tower - Hallways		\$10,000.00	\$120,000.00
	Tower - Lobby		\$400.00	\$4,800.00
	Refuse		\$100.00	\$1,200.00
				\$0.00
<b>TOTAL RESIDENTIAL LIMITED COMMON EXPENSES</b>			<b>\$56,000.00</b>	<b>\$672,000.00</b>
<b>COMMERCIAL</b>				
Operating Costs:				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Reserve Component				\$0.00
<b>TOTAL COMMERCIAL LIMITED COMMON EXPENSES</b>			<b>\$0.00</b>	<b>\$0.00</b>

## SUMMARY OF SALES CONTRACT AND ESCROW AGREEMENT

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

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

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

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

The Sales Contract provides that if the Sales Contract has become binding between the Buyer and the Seller in accordance with Section IV thereof, and if certain other statutory requirements have been met, then Escrow may disburse to the Seller, prior to closing to pay certain Project costs, all or portions of the Buyer's funds deposited with Escrow in accordance with and subject to the requirements of the Act, and the Escrow Agreement. The Escrow Agreement provides that no disbursement of the Buyer's funds shall be made to the Seller to pay Project costs prior to closing unless the Seller certifies to Escrow, and to Escrow's satisfaction, that the Seller has complied with all of the requirements of Section 514B-92 or 514B-93 (whichever is applicable) of the Act.

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

Paragraph 3(f) of the General Terms and Conditions of the Sales Contract provides that Seller shall complete construction of the unit so as to permit normal occupancy of the unit no later than January 31, 2012, subject to extension for typical construction industry recognized force majeure events. Paragraph 5(c) of the General Terms and Conditions of the Sales Contract also provides that if Seller misses this completion deadline, Buyer shall have the right and option to cancel and terminate the Sales Contract upon written notice to Seller and to receive a refund of Buyer's deposits under the Sales Contract.

The Sales Contract provides that if Buyer defaults under the Sales Contract after the date on which the Sales Contract becomes a binding contract, (i) Seller may terminate the Sales Contract and thereupon, at Seller's option, all sums previously paid by Buyer, together with all accrued interest thereon, shall belong to Seller as liquidated damages, or (ii) Seller may pursue any other remedies permitted at law or in equity, including, but not limited to, specific performance. The Sales Contract also provides that, subject to applicable limitations under applicable law and regulations, all costs, including reasonable attorneys' fees, that the Seller incurs by reason of the Buyer's default or breach under the Sales Contract shall be payable by the Buyer, even if the Buyer cures the default and the transaction proceeds.

The Sales Contract provides that if Seller defaults under the Sales Contract after the date on which the Sales Contract becomes a binding contract, Buyer may (i) cancel and terminate the Sales Contract by written notice to Seller, and receive (x) from Escrow a full refund of all moneys paid by Buyer under the Sales Contract, together with interest to the extent provided in the Sales Contract (less any cancellation fee imposed by Escrow), and (y) all costs, including reasonable attorneys' fees, incurred by Buyer by reason of Seller's default, or (ii) file suit against Seller for the actual damages suffered by Buyer as a result of Seller's default under the Sales Contract, or (iii) pursue any other remedies permitted at law or in equity, including, but not limited to, seeking specific performance of the Sales Contract.

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

The Sales Contract also provides that, by accepting title to the Unit, the Buyer shall thereby give the Seller a special power of attorney to sign documents and do other things that

may be required in order for the Seller to exercise its rights reserved in the Declaration and/or in the Sales Contract. In addition, the Sales Contract provides that at the Seller's request, the Buyer shall sign, no later than Closing, (A) an instrument, in recordable form, legally sufficient to appoint the Seller as the Buyer's special attorney-in-fact for the limited purpose of accomplishing the purposes of the rights reserved to the Seller in the Declaration, or, if the Buyer is not a natural person, (B) a written instrument having the same legal effect as a power of attorney, properly executed and authorized and binding on the Buyer, appointing the Seller as an authorized signatory for and on behalf of the Buyer, which instrument may be in the form of a resolution or such other form as the Seller, the Bureau, the Land Court and/or any Project lender or title insurance company may require, and such appointment and/or authorization shall be coupled with an interest and irrevocable. Further, by acquiring or accepting a unit in the Project, the Buyer shall thereby covenant and agree that the Buyer shall, promptly upon the Seller's request and for no further consideration, execute, acknowledge and deliver to the Seller such further instruments as the Seller may require to fulfill the intent and purpose of the reservations of rights in favor of the Seller in the Sales Contract and/or in the Declaration.

The Sales Contract provides for refunds of the Buyer's deposit(s) (sometimes less escrow cancellation fees) if (a) either party cancels the Sales Contract before the Effective Date, or (b) if the Seller misses the completion deadline set forth in the Sales Contract, or (c) if the Seller cancels the Sales Contract because the Buyer has not obtained financing within the time periods specified in the Sales Contract, or (d) with the exception of "Permitted Material Changes" as defined in the Sales Contract, if there is a material change in the Project after the Effective Date and the Buyer elects to cancel the Sales Contract, or (e) if the Buyer (or one of the Buyers, if there is more than one) is a natural person and dies before the Buyer has fulfilled all of its obligations under the Sales Contract and the Seller elects to cancel the Sales Contract.

The Sales Contract confirms that copies of certain important legal documents for the Project have been delivered or otherwise made available to the Buyer and that the Buyer has had an opportunity to read and/or review such documents, including the Declaration, the Bylaws, the Public Report, a specimen form of Condominium Unit Deed (the "*Unit Deed*"), the Condominium Map, the House Rules, and the Escrow Agreement.

The Sales Contract provides that Buyer waives, relinquishes, and subordinates the priority or superiority of any lien or any other legal or equitable interest arising under the Sales Contract in favor of the lien or charge on the Project or the security interests of Seller's lender ("*Lender*"), including but not limited to any lien, mortgage, or other charge securing a loan made to finance the acquisition of the land and/or the costs of construction of the Project and other costs associated with such construction and any and all advances therefor, whether contractual or voluntary, until the final closing and delivery by Seller of the Unit Deed to Buyer.

The Sales Contract further provides that Buyer consents to Seller's assignment to such Lender, as security, of Seller's interests in the Sales Contract and Buyer's deposits with Escrow. In the event Lender acquires Seller's interest in the Sales Contract pursuant to said assignment,



Buyer will, at Lender's option, perform to, attorn to, and recognize Lender as the Seller under the Sales Contract.

The Sales Contract prohibits the Buyer from assigning or transferring the Buyer's rights under the Sales Contract. The Sales Contract also prohibits the Buyer from re-selling or re-offering the unit for sale prior to the Buyer's acquisition of title to the unit.

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

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

The Sales Contract provides that the Buyer will be required to pay, at closing, an amount equal to one (1) months estimated common expenses for the Buyer's unit and an additional non-refundable, non-transferable "start-up fee" in an amount equal to two months estimated common expenses. The "start-up fee" shall become the Seller's property at closing but shall be used only for the limited and specific purposes set forth in the Sales Contract. Escrow then handles the closing, the transfer of title in accordance with the Escrow Agreement. The unit must be conveyed to the Buyer free and clear of any blanket liens, such as mortgages covering more than one unit.

The Sales Contract provides that the Seller may elect to close several purchases (including the Buyer's purchase) at the same time in a "bulk closing". A bulk closing may require the Buyer to pre-close by signing and depositing into Escrow all necessary documents for closing, and to pay into Escrow all purchase funds other than mortgage loan proceeds as early as 60-days prior to the scheduled closing date. **THE BUYER SHOULD READ PARAGRAPH 9(b) OF THE GENERAL TERMS AND CONDITIONS OF THE SALES CONTRACT VERY CAREFULLY TO BE SURE THAT THE BUYER UNDERSTANDS WHAT MAY BE REQUIRED OF BUYER IN A BULK CLOSING.**

The Escrow Agreement provides certain protections to Escrow in the event of a dispute between the Buyer and the Seller. These protections include the right to file an "interpleader" and the right to recover certain fees and costs. In an interpleader action the escrow deposit is

given to the court to decide what action to take. The Escrow Agreement sets out escrow fees, escrow cancellation fees and the fees for certain policies of title insurance.

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

Under the Escrow Agreement the Seller agrees (and under the Sales Contract the Buyer agrees) to pay Escrow on demand, and to indemnify and hold harmless Escrow from and against, all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of every kind and nature reasonably suffered or incurred in connection with or arising out of the escrow established under the Escrow Agreement, including, but not limited to, all costs and expenses incurred in connection with the interpretation of the Escrow Agreement or with respect to any interpleader or other proceeding, but excluding all of the foregoing that is the result of any act or omission by Escrow or its agents that is not generally accepted in the Honolulu business community as a reasonable business practice. The Escrow Agreement further provides that, upon payment of such costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities, the prevailing party will be subrogated to Escrow's right to judgment for such costs, damages, etc., against third persons.

\* \* \* \* \*

Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings given them under the Sales Contract or Escrow Agreement as appropriate.

\* \* \* \* \*

**THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE SALES CONTRACT OR THE ESCROW AGREEMENT. WHILE A BUYER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF BUYER'S RIGHTS AND OBLIGATIONS UNDER THE PURCHASE AGREEMENT AND THE ESCROW AGREEMENT, BUYER MUST REFER TO THE PURCHASE AGREEMENT OR THE ESCROW AGREEMENT TO DETERMINE BUYER'S ACTUAL RIGHTS AND OBLIGATIONS UNDER EACH SUCH AGREEMENT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE SALES CONTRACT OR THE ESCROW AGREEMENT, THE SALES CONTRACT OR ESCROW AGREEMENT, AS APPLICABLE, WILL CONTROL.**

**EXHIBIT "J"**

Page 5 of 5

## SPECIAL USE RESTRICTIONS

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

### **SECTION 10.6      Animals.**

(a)      **Generally.** No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any Unit or in or on any limited common elements appurtenant to any Unit or in any other part of the Project except that an Owner of a Residential Unit may keep in the Unit (i) up to two (2) each weighing no more than thirty-five (35) pounds when fully grown, (ii) two (2) domestic cats, and (iii) other generally recognized and accepted small household pets in a reasonable number (to be determined by the Board from time to time. Subject to the limits and restrictions contained in this Section 10.6 (including prior Board approval), permitted pets may also be kept in a Residential Unit by the Residential Unit Owner's tenant(s), provided that the Unit Owner consents in writing (which consent may be withheld in the Unit Owner's sole discretion), and provided, further, that a tenant who has received a Unit Owner's consent to keep pets must provide a copy of the written consent (which may be incorporated into a lease or rental agreement signed by the Owner and the tenant) to the resident manager or the managing agent on demand. Notwithstanding the generality of the foregoing, parrots and other exotic birds that make sounds that can be easily heard from outside of the Unit in which they are kept, and animals described as pests under section 150A-2 of the Hawaii Revised Statutes, or that are prohibited from importation into the State of Hawaii under sections 141-2, 150A-5 or 150A-6 of the Hawaii Revised Statutes, shall not be permitted anywhere at the Project. Permitted household pets shall not be kept, bred or used in any Unit or anywhere else at the Project for any commercial purpose nor allowed on any common element areas except when in transit and when caged, carried or on leash. Household pet owners shall be responsible for the immediate clean up of their pet's waste and disposal of same in their own refuse container. Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any Owner, tenant or guest may be ejected from the Project on the demand of the Board; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection. All dogs permitted by these Bylaws shall be required to be registered with the resident manager and to wear a conspicuous tag provided by the Board, and any dog or cat may be detained by any person and delivered to the resident manager or managing agent or any director if found loose anywhere at the Project other than in the Owner's Unit. A detained dog or cat shall be released to its owner upon the payment of a reasonable administrative charge not to exceed \$25, payable to the Association.

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

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nuisance or unreasonable disturbance or poses a threat to the health or safety of any Owner, tenant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other Owners, tenants or guests.

(c) **Indemnifications.** In no event shall the Board, the Association, the Association's officers, the resident manager, the managing agent or any other persons acting by, through or on behalf of the Association be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any Owner's, tenant's or guest's pet, guide dog, signal dog or other animal. By acquiring an interest in a Unit in the Project, each Owner agrees to indemnify, defend and hold harmless the Board, the Association, the Association's officers, the resident manager, the managing agent or any other persons acting by, through or on behalf of the Association from and against any claim or action at law or in equity arising out of or in any way relating to such Owner's or such Owner's tenant's or guest's pet, guide dog, signal dog or other animal.

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

**11.1 Use of Units and Limited Common Elements.**

(a) Subject to more specific restrictions set forth or referred to herein, each Residential Unit shall be used only for residential purposes, each Commercial Unit shall be used only for commercial purposes, and each Industrial Unit shall be used only for industrial purposes.

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

(c) No Commercial Unit shall be used as a testing center, a social-service office or agency, for public or semi-private assembly, as a pet store, a tattoo parlor, a nightclub, a cabaret, a bar which is not part of a primary restaurant use, an establishment featuring explicitly sexual, adults-only products or entertainment (including, without limitation, stores offering adult books or films, adults-only theaters, or facilities offering nude or semi-nude entertainment), or for the sale or offering for sale of paraphernalia typically associated with the use of illegal drugs or other illegal substances.

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

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

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

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

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

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

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

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

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

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

## DEVELOPER'S RESERVED RIGHTS - SPECIAL

Section 25 of the Declaration provides as follows:

### 25. Developer's Reserved Rights.

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

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

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

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

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

**25.5 Reserved Right to Develop Rooftop Lanai for Units 4803 and 4807.** The Developer hereby expressly reserves the right and option (but not the obligation) to develop and construct (i) a rooftop lanai as an appurtenant limited common element to Unit 4803 within the area on the eastern (diamond head) end of the rooftop of the Building as more particularly shown on CRP-13 of the Condominium Map and enclosed by a dotted line identified as "Potential Rooftop Lanai Improvement", and (ii) a rooftop lanai as an appurtenant limited common element to Unit 4807 within the area on the western (ewa) end of the rooftop of the Building as more particularly shown on CRP-13 of the Condominium Map and enclosed by a dotted line identified as "Potential Rooftop Lanai Improvement", without the consent or joinder of any Unit Owner, lien holder or other persons. The Developer hereby reserves the right (but not the obligation) for itself, its successors in interest and assigns to do all things necessary or convenient (A) to cause the development and construction of one or both of the rooftop lanais, and (B) to amend this Declaration and the Condominium Map and any other documents pertaining to the Project to the extent necessary to properly reflect such change, without the consent or joinder of any Unit Owner, lien holder or other persons. It is further understood and agreed that the addition of the rooftop lanais constitute limited common



element areas appurtenant to the specified Unit and therefore will not increase the floor area of these Units and shall not result in any change or adjustment to the common interest appurtenant to these Units. This Developer's reserved right shall expire if not previously exercised upon issuance of the certificate of occupancy for the Building.

**25.6 Reserved Right to Add Potential Future Amenity Improvements to Project.** The Developer hereby expressly reserves the right and option (but not the obligation) to develop and construct at Developer's sole cost and expense, increase certain additional, potential and future amenity improvements within the areas located on the recreation deck on top of the pedestal portion of the Building which areas are outlined by the dotted lines shown on sheet CPR-7 of the Condominium Map. The Developer hereby reserves the right (but not the obligation) for itself, its successors in interest and assigns to do all things necessary or convenient (i) to cause the development and construction of the additional potential and future amenity improvements on the recreation deck of the Project, and (ii) to amend this Declaration and the Condominium Map and any other documents pertaining to the Project to the extent necessary to properly reflect such changes and additions, without the consent or joinder of any Unit Owner, lien holder or other persons. It is further understood and agreed that the addition to the Project of these additional, potential and future amenity improvements to the recreation deck of the Project are expressly subject to (a) the Developer obtaining the necessary additional floor area approvals from HCDA to allow for such additional amenity improvements to be constructed and installed, and (b) the determination of whether or not to add such potential future amenity improvements being within the sole and absolute discretion of the Developer as is the nature and type of potential future amenity improvement actually developed and constructed, if at all, on the recreation deck. This Developer's reserved right shall expire if not previously exercised upon issuance of the certificate of occupancy for the Building.

**25.7 Developer's Reserved Right to Annex Adjacent Parcel.** The Developer reserves the right to change the Project by annexing into the Project and the condominium property regime any adjacent parcel and any improvements located on the adjacent parcel. The Developer may only annex an adjacent parcel which is a legally separate lot, and the Developer must pay all costs of annexing the adjacent parcel. The Developer hereby reserves the right (but not the obligation) for itself, its successors in interest and assigns to do all things necessary or convenient (A) to cause the annexation of any adjacent parcel into the project, (B) to cause the development and construction of any additional improvements in the Project that the Developer may elect to develop and construct either on the adjacent parcel or the existing Lands as a result of the additional floor area available as a result of the annexation of the adjacent parcel, and (C) to amend this Declaration and the Condominium Map and any other documents pertaining to the Project to the extent necessary to properly reflect such annexation, changes and additions, without the consent or joinder of any Unit Owner, lien holder or other persons. It is further understood and agreed that the annexation to the Project of the adjacent parcel and the development and construction of any potential and future improvements to the Project resulting therefrom are expressly subject to (x) the Developer obtaining the necessary approvals from HCDA to allow for the joint development of the adjacent parcel with existing Project lands, and (y) the determination of whether or not to annex any such adjacent parcel being within the sole and absolute discretion of the Developer as is the nature and type of any

potential future improvements actually developed and constructed, if at all, in the Project as a result of the additional floor area so obtained. This Developer's reserved right shall expire if not previously exercised upon issuance of the certificate of occupancy for the Building.

25.8 **Special Power of Attorney.** The Developer shall have the absolute right, notwithstanding the lease, sale or conveyance of any Unit, and without being required to obtain the consent or joinder of any Unit Owner, lien holder or other persons, to effect the changes to unsold Units and/or the consolidation and resubdivision of the Project's current Land, to withdraw, remove and delete from the Project those portions of the Land that are or may be required for road widening purposes, and to execute, record and/or file the herein described application(s), amendments, quitclaims, releases and any and all other instruments necessary or appropriate for the purpose of effecting the changes contemplated hereby. Any such action shall be deemed taken by the Developer as the true and lawful attorney-in-fact of the respective Unit Owners and lien holders. Each and every person acquiring an interest in any Unit, the Project or the Land covered by this Declaration, by such acquisition, consents to such changes and to the recordation of such documents as maybe necessary to effect the same; agrees to execute such documents and do such other things as may be necessary or convenient to effect the same; and appoints the Developer his, her or its attorney-in-fact with full power of substitution to execute such documents and do such other things on his, her or its behalf, which grant of such power, being coupled with an interest, is irrevocable and shall not be affected by the disability of any such person.

25.9 **Duration of Developer's Reserved Rights.** The reserved rights in favor of the Developer set forth in this Section 25 and in any other provisions of this Declaration are collectively called the "**Developer's Reserved Rights**". The Developer's Reserved Rights shall remain in full force and effect for any express term set forth in this Declaration and where no specific duration is specified the Developer's Reserved Rights shall remain in full force and effect until the earlier to occur of (a) December 31, 2020, or (b) the date on which Developer records from time to time an instrument in writing relinquishing all of or a designated portion of the Developer's Reserved Rights.

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

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