

IMPORTANT - - Read This Developer Prepared Report Before Buying

This Report Is Not a Commission Approval or Disapproval of This Condominium Project

SECOND AMENDED DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	801 SOUTH ST
Project Address	801 South Street Honolulu, Hawaii 96813
Registration Number	7334
Effective Date of Report	April 2, 2015
Developer(s)	Downtown Capital LLC, a Hawaii limited liability company

Preparation of this Report

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

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

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

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

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

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

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

Special Attention - - Significant Matters

[Use this page for special or significant matters which should be brought to the purchaser's attention. At minimum "Subject Headings" and page numbers where the subject is explained more may be used.]

The developer's inclusion of a disclosure or an explanation of any or all of the following applicable significant matters in this part of the developer's public report shall not be construed to constitute the Commission's:

- **Approval or disapproval of the project;**
- **Representation that the developer has fully or adequately disclosed either all material facts or all pertinent changes, or both, concerning the project;**
- **Representation that the developer's disclosures of other material facts elsewhere in this report is less important; or**
- **Judgment of the value or merits of the project.**

The commission reserves the right to request that the developer include these special and significant matters elsewhere in the developer's public report.

The Amended Developer's Public Report with an effective date of May 31, 2013 (the "Amended Report") was amended as follows:

(i) as set forth in Amendment 1 to the Amended Report with effective date October 18, 2013, Section 5.6.2 on page 16 was revised to check Box A which states that the Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing, and that the Developer may use such deposits before closing;

(ii) as set forth in Amendment 2 to the Amended Report with effective date December 12, 2014, Exhibit H was revised to reflect the recording of the Declaration of Easement Rights dated May 9, 2014, recorded in the Bureau as Document No. A-52420591 as an encumbrance against title;

(iii) Page 10 and Exhibit H were revised to reflect the recording of an amendment to the Declaration of Condominium Property Regime and Bylaws. The amendment added certain provisions required by the Federal National Mortgage Association (FNMA), which grants to mortgage lenders of units in the Project the right to receive notice of certain events, and requires the written consent of a percentage of such mortgage lenders to any amendments to the Condominium Declaration that would be of a material adverse nature to such mortgage lenders;

(iv) Exhibit M was revised to reflect the following changes to the House Rules:

(a) to permit rental of parking units and stalls on a monthly basis to any person for such person's own use, at an initial rate of (1) \$130 per month for compact automobiles, (2) \$140 per month for regular sized automobiles, (3) \$125 per month per car bulk rental rate for 50 to 99 parking stalls, and (4) \$115 per month per car bulk rental rate for 100 or more parking stalls;

(b) to permit the Association to rent up to 100 parking units and parking stalls on levels six through ten of the Parking Structure to the general contractor of the 801 South St-Building B condominium project ("Building B") at a bulk rental rate of \$50 per month per vehicle for parking on an unassigned basis by workers who are working on the construction of Building B for a twelve hour period during the hours of 5:00 am to 7:00 pm on Monday through Friday excluding holidays, as determined by the Board of the Association; and

(c) to permit owners of units in Building B to own parking units in the Project's Parking Structure, and to permit owners of units in the Project to own parking units in Building B's Parking Structure, if and when the two condominium projects are merged.

(v) Section 5.3 was amended to reflect the recording of a construction mortgage securing the construction loan for the Project. See Special Attention, page 19, item 12 of this Report for a plain language summary of this section.

1. The Condominium contains two kinds of units – residential units and parking units. There will be 635 residential units and 280 parking units.

2. There are a total of 915 parking stalls in the Condominium's parking structure, including the 280 parking units. Each of the residential units will come with one parking stall as a limited common element appurtenant to the residential unit. Additional parking units may also be available for sale to any buyer of a residential unit in the Condominium.
3. The Developer has established a common parking plan in the House Rules for use of the parking units and parking stalls in the parking structure on an unreserved basis, except for the Developer's parking stalls and parking units and the parking stalls appurtenant to the resident manager's unit and the assistant resident manager's unit which will be reserved. In addition, if an owner is approved for installation of an electric vehicle charger in a parking stall, such stall shall become a reserved stall for so long as the owner or such owner's occupant owns an electric vehicle. See Exhibit M for further information regarding parking.
4. Thirty (30) parking units owned by Developer shall be used as visitor parking stalls for the Condominium, subject to payment by the Association as a whole of the common expenses and other expense of such parking units, including the expenses related to maintaining, repairing and replacing any electric vehicle charging station in such parking units. Developer reserves the right, in Developer's sole and absolute discretion, not to use any such parking unit owned by Developer as a visitor parking stall if the Association fails to pay the expenses of such parking units. Developer shall have the reserved right, but not the obligation, to convey any or all of such 30 parking units that are owned by Developer to the Association for use as visitor parking stalls for the Condominium and the deed(s) to effect such transfer need be signed only by Developer.
5. Developer reserves a number of rights in the Declaration, including the right to annex adjoining land currently identified as TMK (1) 2-1-47:004 ("Parcel 4") to the Project, develop additional residential, parking and commercial units and common element improvements on Parcel 4 and amend the condominium documents. See Exhibit B for further information regarding Developer's reserved rights.
6. The Condominium House Rules provides: "if the exterior of the Residential Tower is completely repainted by a licensed painting contractor within eight (8) years after completion of the Condominium, then upon satisfactory completion of such repainting, Declarant has agreed to pay \$100,000 of the cost incurred by Association to have the exterior concrete and non-concrete walls of the Residential Tower repainted, subject to prior written approval by Hawaiian Dredging Construction Company (or a painting consultant for Declarant) of the contractor, the contract, and the color and other specifications of such repainting, and presentation to Declarant of the invoices for such work." After completion of the Condominium, Declarant agrees to notify Association as to the expiration date of such eight year period.
7. The Bylaws provides: "No smoking of any substance, including, but not limited to, cigarettes, smokeless cigarettes, pipes, and cigars, is permitted throughout the Condominium, including the units and lanais. The Board shall have the authority to adopt or amend house rules and policies pursuant to Article V, Section 9 of these Bylaws to fully implement and enforce this provision. Except to the extent required by law, this prohibition on smoking shall not be deleted without the affirmative vote or written consent of seventy-five percent (75%) of the common interest". The Condominium House Rules similarly prohibit smoking and imposes fines for violations.
8. The maintenance fees for each residential unit have been calculated based upon the assumption that a two bedroom unit would be occupied by not more than 5 persons, a one bedroom unit would be occupied by not more than 3 persons, and a studio unit would be occupied by not more than 2 persons. If such units are occupied by more than such assumed number of persons, the Association, through the Managing Agent, may charge an excess occupancy charge as provided in the House Rules. See Exhibit G for further information regarding the excess occupancy charge.

[Continued on page 19, Section 6 "Miscellaneous Information not Covered Elsewhere in this Report"]

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General Information On Condominiums

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

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

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

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

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

Operation of the Condominium Project

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

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

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

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold)
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	NA
Address of Project	801 South Street Honolulu, Hawaii 96813
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 2-1-47:3
Tax Map Key is expected to change because	
Land Area	76,194 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	NA

1.2 Buildings and Other Improvements

Number of Buildings	2
Floors Per Building	Residential Tower: 46, Parking Structure: 11
Number of New Building(s)	2
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Reinforced concrete; masonry, glass, steel, aluminum and appropriate trim

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
See Exhibit <u> A </u> .						

915	Total Number of Units
-----	------------------------------

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

1.4 Parking Stalls

Total Parking Stalls in the Project:	915
Number of Guest Stalls in the Project:	30
Number of Parking Stalls Assigned to Each Unit:	1
Attach Exhibit <u>A</u> specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. See Exhibit B Developer's Reserved Rights and Exhibit M Information Regarding Parking.	

1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit C.

1.6 Permitted Alterations to the Units

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

1.7 Common Interest

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

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

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input checked="" type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input checked="" type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input checked="" type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): Meeting Room

1.9 Common Elements

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

Described in Exhibit E.

Described as follows:

Common Element	Number
Elevators	8 (5 Residential Tower; 3 Parking Structure)
Stairways	5 (2 Residential Tower; 3 Parking Structure)
Trash Chutes	1

1.10 Limited Common Elements

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

Described in Exhibit F.

Described as follows:

1.11 Special Use Restrictions

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

<input checked="" type="checkbox"/>	Pets: See Exhibit N.
<input checked="" type="checkbox"/>	Number of Occupants: See Exhibit G.
<input checked="" type="checkbox"/>	Other: See Exhibit G.
<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 H describes the encumbrances against title contained in the title report described below.

Date of the title report: March 9, 2015.

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

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	635	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: KA
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<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 type="checkbox"/>	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Other (Specify): Parking	280	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCDA: KA
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"/>

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

1.15 Conversions

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

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

1.16 Project In Agricultural District

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

1.17 Project with Assisted Living Facility

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

2. PERSONS CONNECTED WITH THE PROJECT

<p>2.1 Developer(s)</p>	<p>Name: Downtown Capital LLC, a Hawaii limited liability company</p> <p>Business Address: 215 N. King Street, #1000 Honolulu, Hawaii 96817</p> <p>Business Phone Number: (808) 526-2027</p> <p>E-mail Address: dlock@hawaii.biz</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 Exhibit O</p>
<p>2.2 Real Estate Broker</p>	<p>Name: Marcus & Associates, Inc.</p> <p>Business Address: 1045 Mapunapuna Street Honolulu, Hawaii 96819</p> <p>Business Phone Number: (808) 839-7446</p> <p>E-mail Address: info@marcusrealty.com</p>
<p>2.3 Escrow Depository</p>	<p>Name: Title Guaranty Escrow Services, Inc.</p> <p>Business Address: 235 Queen Street, Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-0211</p>
<p>2.4 General Contractor</p>	<p>Name: Hawaiian Dredging Construction Company, Inc.</p> <p>Business Address: 201 Merchant Street, 11th Floor Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 735-3211</p>
<p>2.5 Condominium Managing Agent</p>	<p>Name: Hawaiian Properties Ltd.</p> <p>Business Address: 1165 Bethel Street, 2nd Floor Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 539-9777</p>
<p>2.6 Attorney for Developer</p>	<p>Name: Cades Schutte LLP</p> <p>Business Address: 1000 Bishop Street, 12th Floor Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-9200</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
Bureau of Conveyances	February 19, 2013	A-47980908

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	May 28, 2013	A-48960750
Bureau of Conveyances	February 25, 2015	A-55350714

3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	February 19, 2013	A-47980909

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	May 28, 2013	A-48960750
Bureau of Conveyances	February 25, 2015	A-55350714

3.3 Condominium Map

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

Land Court Map Number	
Bureau of Conveyances Map Number	5156
Dates of Recordation of Amendments to the Condominium Map: May 28, 2013	

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

3.5 Changes to the Condominium Documents

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

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

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

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

4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.
Exhibit <u> 1 </u> 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 type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify)

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
<input type="checkbox"/>	Other (specify)

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u> J </u> 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: January 11, 2013 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit <u> K </u> 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. Project is also subject to affordable housing requirement established by Hawaii Community Development Authority. <u>See Exhibit J Workforce Housing Program.</u>
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit <u> </u> .
<input 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 type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input checked="" type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

<u>Type of Lien</u>	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Construction mortgage	Lender may enforce or reject contracts which are subordinate. See Special Attention, page 19, item 12 of this Report for a plain language summary of this section.

5.4 Construction Warranties

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

Building and Other Improvements:
See Exhibit L

Appliances:
See Exhibit L

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

<p>Status of Construction: Expected commencement: June 2013 Expected completion: July 31, 2015</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: July 31, 2015 with force majeure extension.</p>
<p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: NA</p>

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

<input type="checkbox"/>	<p>Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units for sale and will not be using purchasers' deposits to pay for any costs to pay for project construction or to complete the project.</p> <p>Should the developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, financing costs; or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to meet certain requirements, described below in 5.6.1 or 5.6.2.</p>
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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

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):

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

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

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

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

5.7 Rights Under the Sales Contract

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

1.	Developer's Public Report
2.	Declaration of Condominium Property Regime (and any amendments)
3.	Bylaws of the Association of Unit Owners (and any amendments)
4.	Condominium Map (and any amendments)
5.	House Rules, if any
6.	Escrow Agreement
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: Property Report covering the Condominium under the Interstate Land Sales Full Disclosure Act (15 U.S.C. Chapter 42, §1701 et seq).

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

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

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

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

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

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

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

(1) The purchaser has signed the sales contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

[Continued from page 1a "Special Attention:"]

9. Certain pets are permitted in the Condominium subject to the restrictions in the Bylaws and the House Rules. See Exhibit N for further information regarding pets.
10. The Condominium is located within the Kakaako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority ("HCDA"). The Condominium will be developed subject to and in compliance with the terms of HCDA's plans, rules and regulations and various permits and agreements by and/or between Developer and HCDA, including (but not limited to) the following (collectively, the "Land Use Permits"):
 - a. The development and use of the Condominium are subject to the terms and provisions of HCDA's Mauka Area Plan, Mauka Area Rules (Title 15, Subtitle 4, Chapter 217, of the Hawaii Administrative Rules), and Kakaako Reserved Housing Rules (Title 15, Subtitle 4, Chapter 218, of the Hawaii Administrative Rules).
 - b. Development Permit No KAK 12-109 issued by HCDA on December 5, 2012, as it may be amended from time to time (the "HCDA Development Permit") and a development agreement dated March 11, 2013 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-48200777 (the "HCDA Development Agreement") entered into with HCDA as required by Section IV.A of the HCDA Development Permit.

HCDA shall have the right to enforce the HCDA Development Agreement by appropriate action at law or suit in equity against all such persons. **In addition, the Condominium may be subject to HCDA's District-Wide Improvement District Assessment Program under which Unit owners may be assessed for the cost of improvements made in the vicinity of the Condominium. If any such assessments are made, Unit Owners shall be responsible for and shall pay their respective prorated share of any such Improvement District Assessment based on the Units Common Interest in the Condominium.**

Developer reserves the right, without the consent or joinder 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 reasonably necessary to obtain such further permits and/or agreements as may be required by HCDA, the HCDA Development Permit, the Mauka Area Rules, the Kakaako Reserved Housing Rules and/or other Land Use Permits (including but not limited to the HCDA Development Agreement), and to comply with all applicable permits, laws, rules, ordinances and other governmental requirements that pertain to the Condominium.

11. Parking Structure Storage Areas. The 11 corner storage areas on Levels 1, 2, 3, 4, 9 and 10 of the Parking Structure are common elements available for rental for storage of bicycles and oversized sports equipment as provided in Section IV.Q of the House Rules. The 8 corner storage areas on Levels 5, 6, 7 and 8 of the Parking Structure are limited common elements appurtenant to and reserved for the exclusive use of Unit 106, subject to Declarant's right to convert any or all such storage areas to general common elements as set forth in Section 31.e of the Declaration.
12. Construction Mortgage. Section 5.3 of this Report discloses that the Project is currently subject to a blanket lien that affects title to the individual Units. Such blanket lien is a mortgage securing an acquisition and construction loan obtained by Developer. As a result of such blanket mortgage on the Project, Purchaser's interest under a sales contract will be subordinate to lender's interest under such mortgage. This means, among other things, that if Developer defaults under the mortgage, the lender may take over the Project, cancel sales contracts and refund Purchaser's deposits, less escrow cancellation fees, and Purchaser shall have no further interest in the Project. Developer's construction loan will contain a provision providing for partial release of the individual Units from the blanket lien concurrently with the conveyance of individual Units to Purchasers.

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.

DOWNTOWN CAPITAL LLC

Printed Name of Developer

By:


Duly Authorized Signatory

April 1, 2015
Date

Marshall W. Hung, Member of MH59 LLC, which is a member of Workforce
Kakaako LLC (member of Developer)

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.**

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.

DOWNTOWN CAPITAL LLC

Printed Name of Developer

By:  April 1, 2015
Duly Authorized Signatory Date

Ryan M. Harada, Member of RMH Real Estate, LLC, which is a member of Workforce Kakaako LLC (member of Developer)

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.**

EXHIBIT A

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

1. Description of Units. The Condominium establishes a total of six hundred thirty-five (635) residential units and two hundred eighty (280) parking units, as shown on the Condominium Map. Each unit is designated as a separate freehold estate.

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

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

Unit 110 shall have two bedrooms, two bathrooms, and a living/dining/kitchen room.

Each type 01, 02, 13, and 14 unit shall have two bedrooms, two bathrooms, a living/dining room, and a kitchen.

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

Each type 06 unit shall have two bedrooms, one bathroom, a living/dining/kitchen room.

Each type 03, 04, 08, 10 (except Unit 110), 11, and 12 unit shall have one bedroom, one bathroom, a living/dining/kitchen room.

Each type 05 and 09 unit shall have one bathroom, and a living/dining/kitchen room.

Each unit will have the number of rooms (exclusive of lanais), approximate net living floor area in square feet (exclusive of lanais), and approximate net lanai floor area in square feet set forth below. Each residential unit is approximately eight (8) feet in height from floor to ceiling.

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

designated areas of the units) set forth below, and the floor areas set forth below may be different from the actual floor areas of the units as constructed.

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

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

Each parking unit is designated on the Condominium Map by a unit number consisting of a three or four digit number, some of which are followed by a "C". The "C" type parking units are compact parking stalls. The parking units with no "C" designation are regular stalls. Parking unit 118 is a handicap stall. Each unit as so designated and identified by a unit number is located in the Condominium as shown on the Condominium Map.

Each parking unit will have the approximate floor area in square feet as set forth below. Each parking unit is approximately nine (9) feet two (2) inches in height from floor to ceiling. Each regular and handicap parking unit is approximately eight feet three inches (8'3") wide by eighteen feet (18') long. Each compact parking unit is approximately seven feet six inches (7'6") wide by sixteen feet (16') long.

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

(c) Description of Parking Stalls

The Condominium includes an eleven (11) level parking structure (the "**Parking Structure**") containing a total of nine hundred fifteen (915) parking stalls [five hundred eighty-one (581) regular stalls, three hundred twenty-three (323) compact stalls, and eleven (11) handicapped stalls, eleven (11) of which shall be used as standard stalls until such time as a unit owner presents proof of need for a handicapped stall and a stall is designated and marked accordingly], including the 280 parking units. Stalls numbered 1001, 1027 through 1032, and 1084 through 1090 on the tenth level of the Parking Structure, and 1101 through 1175 on the eleventh level of the Parking Structure, as shown on the Condominium Map, shall be uncovered stalls.

Each parking stall is designated on the Condominium Map by a number consisting of a three or four digit number, some of which are followed by a "C". The "C" type parking stalls are compact parking stalls. The parking stalls with no "C" designation are regular stalls. Parking stalls 118, 281, 381, 481, 581, 681, 781, 881, 981, 1081 and 1175 are handicap stalls. Each stall as so designated and identified by a number is located in the Condominium as shown on the Condominium Map.

(d) Description of Common Interest

Paragraph 7 of the Declaration states as follows:

“7. Common Interest. Each unit shall have appurtenant thereto an undivided interest in the common elements of the Condominium (called the “**common interest**”) and, except as herein expressly provided for in this Declaration, including Section 13 of this Declaration, the same proportionate share in all common profits and expenses of the common elements of the Condominium and the same proportionate interest for all other purposes, including, without limitation, voting. The common interest apportioned to the parking units are not in proportion to their relative area. The common interest for each unit is dependent upon the total number of units constructed and shall be subject to adjustment upon development, annexation or withdrawal of units as provided in Section 31 or otherwise as provided in this Declaration. The initial common interests appurtenant to the units initially subject to this Declaration are shown in Exhibit C. The common interests are computed based upon the calculations set forth in Exhibit C and adjusted as provided in Section 31.”

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

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

UNIT DESCRIPTION

RESIDENTIAL TOWER

FLOOR 1

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
106	2 BR/1 Bath	4	706	50	756	0.0016444804	110
108	1 BR/1 Bath	3	490	50	540	0.0014798893	101
110	2 BR/2 Bath	5	741	50	791	0.0018643261	673
113	2 BR/2 Bath	6	807	49	856	0.0018643261	672
114	2 BR/2 Bath	6	807	49	856	0.0018643261	671

FLOOR 2

<u>Unit. No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
201	2 BR/2 Bath	6	807	42	849	0.0018643261	670
202	2 BR/2 Bath	6	807	42	849	0.0018643261	669
203	1 BR/1 Bath	3	515	42	557	0.0014798893	1148
204	1 BR/1 Bath	3	517	52	569	0.0014798893	1147
205	Studio	2	377	26	403	0.0011000000	1175
206	2 BR/1 Bath	4	706	43	749	0.0016444928	668
207	2 BR/1½ Bath	6	774	42	816	0.0017975926	667
208	1 BR/1 Bath	3	490	43	533	0.0014798893	1146
209	Studio	2	377	26	403	0.0011000000	1174
210	1 BR/1 Bath	3	505	43	548	0.0014798893	1145
211	1 BR/1 Bath	3	515	42	557	0.0014798893	1144
212	1 BR/1 Bath	3	517	52	569	0.0014798893	1143
213	2 BR/2 Bath	6	807	42	849	0.0018643261	666
214	2 BR/2 Bath	6	807	42	849	0.0018643261	665

FLOOR 3

<u>Unit. No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
301	2 BR/2 Bath	6	807	42	849	0.0018643261	664
302	2 BR/2 Bath	6	807	42	849	0.0018643261	663
303	1 BR/1 Bath	3	515	42	557	0.0014798893	1142
304	1 BR/1 Bath	3	517	52	569	0.0014798893	1141
305	Studio	2	377	26	403	0.0011000000	1173
306	2 BR/1 Bath	4	706	43	749	0.0016444928	662
307	2 BR/1 ½ Bath	6	774	42	816	0.0017975926	661
308	1 BR/1 Bath	3	490	43	533	0.0014798893	1140
309	Studio	2	377	26	403	0.0011000000	1172
310	1 BR/1 Bath	3	505	43	548	0.0014798893	1139
311	1 BR/1 Bath	3	515	42	557	0.0014798893	1138
312	1 BR/1 Bath	3	517	52	569	0.0014798893	1137
313	2 BR/2 Bath	6	807	42	849	0.0018643261	660
314	2 BR/2 Bath	6	807	42	849	0.0018643261	659

FLOOR 4

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
401	2 BR/2 Bath	6	807	42	849	0.0018643261	658
402	2 BR/2 Bath	6	807	42	849	0.0018643261	657
403	1 BR/1 Bath	3	515	42	557	0.0014798893	1136
404	1 BR/1 Bath	3	517	52	569	0.0014798893	1135
405	Studio	2	377	26	403	0.0011000000	1171
406	2 BR/1 Bath	4	706	43	749	0.0016444928	656
407	2 BR/1 ½ Bath	6	774	42	816	0.0017975926	655
408	1 BR/1 Bath	3	490	43	533	0.0014798893	1134
409	Studio	2	377	26	403	0.0011000000	1170
410	1 BR/1 Bath	3	505	43	548	0.0014798893	1133
411	1 BR/1 Bath	3	515	42	557	0.0014798893	1132
412	1 BR/1 Bath	3	517	52	569	0.0014798893	1131
413	2 BR/2 Bath	6	807	42	849	0.0018643261	654
414	2 BR/2 Bath	6	807	42	849	0.0018643261	653

FLOOR 5

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
501	2 BR/2 Bath	6	807	42	849	0.0018643261	652
502	2 BR/2 Bath	6	807	42	849	0.0018643261	651
503	1 BR/1 Bath	3	515	42	557	0.0014798893	1130
504	1 BR/1 Bath	3	517	52	569	0.0014798893	1129
505	Studio	2	377	26	403	0.0011000000	1169
506	2 BR/1 Bath	4	706	43	749	0.0016444928	650
507	2 BR/1 ½ Bath	6	774	42	816	0.0017975926	649
508	1 BR/1 Bath	3	490	43	533	0.0014798893	1128
509	Studio	2	377	26	403	0.0011000000	1168
510	1 BR/1 Bath	3	505	43	548	0.0014798893	1127
511	1 BR/1 Bath	3	515	42	557	0.0014798893	1090
512	1 BR/1 Bath	3	517	52	569	0.0014798893	1089
513	2 BR/2 Bath	6	807	42	849	0.0018643261	648
514	2 BR/2 Bath	6	807	42	849	0.0018643261	647

FLOOR 6

<u>Unit. No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
601	2 BR/2 Bath	6	807	42	849	0.0018643261	646
602	2 BR/2 Bath	6	807	42	849	0.0018643261	645
603	1 BR/1 Bath	3	515	42	557	0.0014798893	1088
604	1 BR/1 Bath	3	517	52	569	0.0014798893	1087
605	Studio	2	377	26	403	0.0011000000	1167
606	2 BR/1 Bath	4	706	43	749	0.0016444928	644
607	2 BR/1 ½ Bath	6	774	42	816	0.0017975926	643
608	1 BR/1 Bath	3	490	43	533	0.0014798893	1086
609	Studio	2	377	26	403	0.0011000000	1166
610	1 BR/1 Bath	3	505	43	548	0.0014798893	1085
611	1 BR/1 Bath	3	515	42	557	0.0014798893	1084
612	1 BR/1 Bath	3	517	52	569	0.0014798893	1083
613	2 BR/2 Bath	6	807	42	849	0.0018643261	642
614	2 BR/2 Bath	6	807	42	849	0.0018643261	641

FLOOR 7

<u>Unit. No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
701	2 BR/2 Bath	6	807	42	849	0.0018643261	640
702	2 BR/2 Bath	6	807	42	849	0.0018643261	639
703	1 BR/1 Bath	3	515	42	557	0.0014798893	1082
704	1 BR/1 Bath	3	517	52	569	0.0014798893	1081
705	Studio	2	377	26	403	0.0011000000	1165
706	2 BR/1 Bath	4	706	43	749	0.0016444928	638
707	2 BR/1 ½ Bath	6	774	42	816	0.0017975926	637
708	1 BR/1 Bath	3	490	43	533	0.0014798893	1080
709	Studio	2	377	26	403	0.0011000000	1164
710	1 BR/1 Bath	3	505	43	548	0.0014798893	1079
711	1 BR/1 Bath	3	515	42	557	0.0014798893	1078
712	1 BR/1 Bath	3	517	52	569	0.0014798893	1077
713	2 BR/2 Bath	6	807	42	849	0.0018643261	636
714	2 BR/2 Bath	6	807	42	849	0.0018643261	635

FLOOR 8

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
801	2 BR/2 Bath	6	807	42	849	0.0018643261	634
802	2 BR/2 Bath	6	807	42	849	0.0018643261	633
803	1 BR/1 Bath	3	515	42	557	0.0014798893	1076
804	1 BR/1 Bath	3	517	52	569	0.0014798893	1075
805	Studio	2	377	26	403	0.0011000000	1163
806	2 BR/1 Bath	4	706	43	749	0.0016444928	590
807	2 BR/1 ½ Bath	6	774	42	816	0.0017975926	589
808	1 BR/1 Bath	3	490	43	533	0.0014798893	1074
809	Studio	2	377	26	403	0.0011000000	1162
810	1 BR/1 Bath	3	505	43	548	0.0014798893	1073
811	1 BR/1 Bath	3	515	42	557	0.0014798893	1072
812	1 BR/1 Bath	3	517	52	569	0.0014798893	1071
813	2 BR/2 Bath	6	807	42	849	0.0018643261	588
814	2 BR/2 Bath	6	807	42	849	0.0018643261	587

FLOOR 9

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
901	2 BR/2 Bath	6	816	44	860	0.0018643261	586
902	2 BR/2 Bath	6	816	44	860	0.0018643261	585
903	1 BR/1 Bath	3	517	43	560	0.0014798893	1070
904	1 BR/1 Bath	3	522	54	576	0.0014798893	1069
905	Studio	2	384	27	407	0.0011000000	1161
906	2 BR/1 Bath	4	714	44	758	0.0016444928	584
907	2 BR/1½ Bath	6	776	43	819	0.0017975926	583
908	1 BR/1 Bath	3	495	44	539	0.0014798893	1068
909	Studio	2	384	27	411	0.0011000000	1160
910	1 BR/1 Bath	3	512	44	556	0.0014798893	1067
911	1 BR/1 Bath	3	517	43	562	0.0014798893	1066
912	1 BR/1 Bath	3	522	54	576	0.0014798893	1065
913	2 BR/2 Bath	6	816	44	860	0.0018643261	582
914	2 BR/2 Bath	6	816	44	860	0.0018643261	581

FLOOR 10

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
1001	2 BR/2 Bath	6	816	44	860	0.0018643261	580
1002	2 BR/2 Bath	6	816	44	860	0.0018643261	579
1003	1 BR/1 Bath	3	517	43	560	0.0014798893	1064
1004	1 BR/1 Bath	3	522	54	576	0.0014798893	1063
1005	Studio	2	384	27	407	0.0011000000	1159
1006	2 BR/1 Bath	4	714	44	758	0.0016444928	578
1007	2 BR/1½ Bath	6	776	43	819	0.0017975926	577
1008	1 BR/1 Bath	3	495	44	539	0.0014798893	1062
1009	Studio	2	384	27	411	0.0011000000	1158
1010	1 BR/1 Bath	3	512	44	556	0.0014798893	1061
1011	1 BR/1 Bath	3	517	43	562	0.0014798893	1060
1012	1 BR/1 Bath	3	522	54	576	0.0014798893	1059
1013	2 BR/2 Bath	6	816	44	860	0.0018643261	576
1014	2 BR/2 Bath	6	816	44	860	0.0018643261	575

FLOOR 11

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
1101	2 BR/2 Bath	6	816	44	860	0.0018643261	574
1102	2 BR/2 Bath	6	816	44	860	0.0018643261	573
1103	1 BR/1 Bath	3	517	43	560	0.0014798893	1058
1104	1 BR/1 Bath	3	522	54	576	0.0014798893	1057
1105	Studio	2	384	27	407	0.0011000000	1157
1106	2 BR/1 Bath	4	714	44	758	0.0016444928	572
1107	2 BR/1½ Bath	6	776	43	819	0.0017975926	571
1108	1 BR/1 Bath	3	495	44	539	0.0014798893	1056
1109	Studio	2	384	27	411	0.0011000000	1156
1110	1 BR/1 Bath	3	512	44	556	0.0014798893	1055
1111	1 BR/1 Bath	3	517	43	562	0.0014798893	1054
1112	1 BR/1 Bath	3	522	54	576	0.0014798893	1053
1113	2 BR/2 Bath	6	816	44	860	0.0018643261	570
1114	2 BR/2 Bath	6	816	44	860	0.0018643261	569

FLOOR 12

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
1201	2 BR/2 Bath	6	816	44	860	0.0018643261	568
1202	2 BR/2 Bath	6	816	44	860	0.0018643261	567
1203	1 BR/1 Bath	3	517	43	560	0.0014798893	1052
1204	1 BR/1 Bath	3	522	54	576	0.0014798893	1051
1205	Studio	2	384	27	407	0.0011000000	1155
1206	2 BR/1 Bath	4	714	44	758	0.0016444928	566
1207	2 BR/1½ Bath	6	776	43	819	0.0017975926	565
1208	1 BR/1 Bath	3	495	44	539	0.0014798893	1050
1209	Studio	2	384	27	411	0.0011000000	1154
1210	1 BR/1 Bath	3	512	44	556	0.0014798893	1049
1211	1 BR/1 Bath	3	517	43	562	0.0014798893	1048
1212	1 BR/1 Bath	3	522	54	576	0.0014798893	1047
1213	2 BR/2 Bath	6	816	44	860	0.0018643261	564
1214	2 BR/2 Bath	6	816	44	860	0.0018643261	563

FLOOR 14

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
1401	2 BR/2 Bath	6	816	44	860	0.0018643261	562
1402	2 BR/2 Bath	6	816	44	860	0.0018643261	561
1403	1 BR/1 Bath	3	517	43	560	0.0014798893	1046
1404	1 BR/1 Bath	3	522	54	576	0.0014798893	1045
1405	Studio	2	384	27	407	0.0011000000	1153
1406	2 BR/1 Bath	4	714	44	758	0.0016444928	560
1407	2 BR/1½ Bath	6	776	43	819	0.0017975926	559
1408	1 BR/1 Bath	3	495	44	539	0.0014798893	1044
1409	Studio	2	384	27	411	0.0011000000	1152
1410	1 BR/1 Bath	3	512	44	556	0.0014798893	1043
1411	1 BR/1 Bath	3	517	43	562	0.0014798893	1042
1412	1 BR/1 Bath	3	522	54	576	0.0014798893	1041
1413	2 BR/2 Bath	6	816	44	860	0.0018643261	558
1414	2 BR/2 Bath	6	816	44	860	0.0018643261	557

FLOOR 15

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
1501	2 BR/2 Bath	6	816	44	860	0.0018643261	556
1502	2 BR/2 Bath	6	816	44	860	0.0018643261	555
1503	1 BR/1 Bath	3	517	43	560	0.0014798893	1040
1504	1 BR/1 Bath	3	522	54	576	0.0014798893	1039
1505	Studio	2	384	27	407	0.0011000000	1151
1506	2 BR/1 Bath	4	714	44	758	0.0016444928	554
1507	2 BR/1½ Bath	6	776	43	819	0.0017975926	553
1508	1 BR/1 Bath	3	495	44	539	0.0014798893	1038
1509	Studio	2	384	27	411	0.0011000000	1150
1510	1 BR/1 Bath	3	512	44	556	0.0014798893	1037
1511	1 BR/1 Bath	3	517	43	562	0.0014798893	1036
1512	1 BR/1 Bath	3	522	54	576	0.0014798893	1035
1513	2 BR/2 Bath	6	816	44	860	0.0018643261	552
1514	2 BR/2 Bath	6	816	44	860	0.0018643261	551

FLOOR 16

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
1601	2 BR/2 Bath	6	816	44	860	0.0018643261	550
1602	2 BR/2 Bath	6	816	44	860	0.0018643261	549
1603	1 BR/1 Bath	3	517	43	560	0.0014798893	1034
1604	1 BR/1 Bath	3	522	54	576	0.0014798893	1033
1605	Studio	2	384	27	407	0.0011000000	1149
1606	2 BR/1 Bath	4	714	44	758	0.0016444928	548
1607	2 BR/1½ Bath	6	776	43	819	0.0017975926	547
1608	1 BR/1 Bath	3	495	44	539	0.0014798893	989
1609	Studio	2	384	27	411	0.0011000000	1126
1610	1 BR/1 Bath	3	512	44	556	0.0014798893	988
1611	1 BR/1 Bath	3	517	43	562	0.0014798893	987
1612	1 BR/1 Bath	3	522	54	576	0.0014798893	986
1613	2 BR/2 Bath	6	816	44	860	0.0018643261	546
1614	2 BR/2 Bath	6	816	44	860	0.0018643261	545

FLOOR 17

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
1701	2 BR/2 Bath	6	816	44	860	0.0018643261	544
1702	2 BR/2 Bath	6	816	44	860	0.0018643261	543
1703	1 BR/1 Bath	3	517	43	560	0.0014798893	985
1704	1 BR/1 Bath	3	522	54	576	0.0014798893	984
1705	Studio	2	384	27	407	0.0011000000	1125
1706	2 BR/1 Bath	4	714	81	795	0.0016444928	542
1707	2 BR/1½ Bath	6	776	105	881	0.0017975926	541
1708	1 BR/1 Bath	3	495	70	565	0.0014798893	983
1709	Studio	2	384	27	411	0.0011000000	1124
1710	1 BR/1 Bath	3	512	70	582	0.0014798893	982
1711	1 BR/1 Bath	3	517	43	562	0.0014798893	981
1712	1 BR/1 Bath	3	522	54	576	0.0014798893	980
1713	2 BR/2 Bath	6	816	44	860	0.0018643261	540
1714	2 BR/2 Bath	6	816	44	860	0.0018643261	539

FLOOR 18

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
1801	2 BR/2 Bath	6	816	44	860	0.0018643261	538
1802	2 BR/2 Bath	6	816	44	860	0.0018643261	537
1803	1 BR/1 Bath	3	517	43	560	0.0014798893	979
1804	1 BR/1 Bath	3	522	54	576	0.0014798893	978
1805	Studio	2	384	27	407	0.0011000000	1123
1806	2 BR/1 Bath	4	714	81	795	0.0016444928	536
1807	2 BR/1½ Bath	6	776	105	881	0.0017975926	535
1808	1 BR/1 Bath	3	495	70	565	0.0014798893	977
1809	Studio	2	384	27	411	0.0011000000	1122
1810	1 BR/1 Bath	3	512	70	582	0.0014798893	976
1811	1 BR/1 Bath	3	517	43	562	0.0014798893	975
1812	1 BR/1 Bath	3	522	54	576	0.0014798893	974
1813	2 BR/2 Bath	6	816	44	860	0.0018643261	534
1814	2 BR/2 Bath	6	816	44	860	0.0018643261	533

FLOOR 19

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
1901	2 BR/2 Bath	6	816	44	860	0.0018643261	490
1902	2 BR/2 Bath	6	816	44	860	0.0018643261	489
1903	1 BR/1 Bath	3	517	43	560	0.0014798893	973
1904	1 BR/1 Bath	3	522	54	576	0.0014798893	972
1905	Studio	2	384	27	407	0.0011000000	1121
1906	2 BR/1 Bath	4	714	81	795	0.0016444928	488
1907	2 BR/1½ Bath	6	776	105	881	0.0017975926	487
1908	1 BR/1 Bath	3	495	70	565	0.0014798893	971
1909	Studio	2	384	27	411	0.0011000000	1120
1910	1 BR/1 Bath	3	512	70	582	0.0014798893	970
1911	1 BR/1 Bath	3	517	43	562	0.0014798893	969
1912	1 BR/1 Bath	3	522	54	576	0.0014798893	968
1913	2 BR/2 Bath	6	816	44	860	0.0018643261	486
1914	2 BR/2 Bath	6	816	44	860	0.0018643261	485

FLOOR 20

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2001	2 BR/2 Bath	6	816	44	860	0.0018643261	484
2002	2 BR/2 Bath	6	816	44	860	0.0018643261	483
2003	1 BR/1 Bath	3	517	43	560	0.0014798893	967
2004	1 BR/1 Bath	3	522	54	576	0.0014798893	966
2005	Studio	2	384	27	407	0.0011000000	1119
2006	2 BR/1 Bath	4	714	81	795	0.0016444928	482
2007	2 BR/1½ Bath	6	776	105	881	0.0017975926	481
2008	1 BR/1 Bath	3	495	70	565	0.0014798893	965
2009	Studio	2	384	27	411	0.0011000000	1118
2010	1 BR/1 Bath	3	512	70	582	0.0014798893	964
2011	1 BR/1 Bath	3	517	43	562	0.0014798893	963
2012	1 BR/1 Bath	3	522	54	576	0.0014798893	962
2013	2 BR/2 Bath	6	816	44	860	0.0018643261	480
2014	2 BR/2 Bath	6	816	44	860	0.0018643261	479

FLOOR 21

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2101	2 BR/2 Bath	6	816	44	860	0.0018643261	478
2102	2 BR/2 Bath	6	816	44	860	0.0018643261	477
2103	1 BR/1 Bath	3	517	43	560	0.0014798893	961
2104	1 BR/1 Bath	3	522	54	576	0.0014798893	960
2105	Studio	2	384	27	407	0.0011000000	1117
2106	2 BR/1 Bath	4	714	44	758	0.0016444928	476
2107	2 BR/1½ Bath	6	776	43	819	0.0017975926	475
2108	1 BR/1 Bath	3	495	44	539	0.0014798893	959
2109	Studio	2	384	27	411	0.0011000000	1116
2110	1 BR/1 Bath	3	512	44	556	0.0014798893	958
2111	1 BR/1 Bath	3	517	43	562	0.0014798893	957
2112	1 BR/1 Bath	3	522	54	576	0.0014798893	956
2113	2 BR/2 Bath	6	816	44	860	0.0018643261	474
2114	2 BR/2 Bath	6	816	44	860	0.0018643261	473

FLOOR 22

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2201	2 BR/2 Bath	6	816	44	860	0.0018643261	472
2202	2 BR/2 Bath	6	816	44	860	0.0018643261	471
2203	1 BR/1 Bath	3	517	43	560	0.0014798893	955
2204	1 BR/1 Bath	3	522	54	576	0.0014798893	954
2205	Studio	2	384	27	407	0.0011000000	1115
2206	2 BR/1 Bath	4	714	44	758	0.0016444928	470
2207	2 BR/1½ Bath	6	776	43	819	0.0017975926	469
2208	1 BR/1 Bath	3	495	44	539	0.0014798893	953
2209	Studio	2	384	27	411	0.0011000000	1114
2210	1 BR/1 Bath	3	512	44	556	0.0014798893	952
2211	1 BR/1 Bath	3	517	43	562	0.0014798893	951
2212	1 BR/1 Bath	3	522	54	576	0.0014798893	950
2213	2 BR/2 Bath	6	816	44	860	0.0018643261	468
2214	2 BR/2 Bath	6	816	44	860	0.0018643261	467

FLOOR 23

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2301	2 BR/2 Bath	6	816	44	860	0.0018643261	466
2302	2 BR/2 Bath	6	816	44	860	0.0018643261	465
2303	1 BR/1 Bath	3	517	43	560	0.0014798893	949
2304	1 BR/1 Bath	3	522	54	576	0.0014798893	948
2305	Studio	2	384	27	407	0.0011000000	1113
2306	2 BR/1 Bath	4	714	44	758	0.0016444928	464
2307	2 BR/1½ Bath	6	776	43	819	0.0017975926	463
2308	1 BR/1 Bath	3	495	44	539	0.0014798893	947
2309	Studio	2	384	27	411	0.0011000000	1112
2310	1 BR/1 Bath	3	512	44	556	0.0014798893	946
2311	1 BR/1 Bath	3	517	43	562	0.0014798893	945
2312	1 BR/1 Bath	3	522	54	576	0.0014798893	944
2313	2 BR/2 Bath	6	816	44	860	0.0018643261	462
2314	2 BR/2 Bath	6	816	44	860	0.0018643261	461

FLOOR 24

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2401	2 BR/2 Bath	6	816	44	860	0.0018643261	460
2402	2 BR/2 Bath	6	816	44	860	0.0018643261	459
2403	1 BR/1 Bath	3	517	43	560	0.0014798893	943
2404	1 BR/1 Bath	3	522	54	576	0.0014798893	942
2405	Studio	2	384	27	407	0.0011000000	1111
2406	2 BR/1 Bath	4	714	44	758	0.0016444928	458
2407	2 BR/1½ Bath	6	776	43	819	0.0017975926	457
2408	1 BR/1 Bath	3	495	44	539	0.0014798893	941
2409	Studio	2	384	27	411	0.0011000000	1110
2410	1 BR/1 Bath	3	512	44	556	0.0014798893	940
2411	1 BR/1 Bath	3	517	43	562	0.0014798893	939
2412	1 BR/1 Bath	3	522	54	576	0.0014798893	938
2413	2 BR/2 Bath	6	816	44	860	0.0018643261	456
2414	2 BR/2 Bath	6	816	44	860	0.0018643261	455

FLOOR 25

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2501	2 BR/2 Bath	6	816	44	860	0.0018643261	454
2502	2 BR/2 Bath	6	816	44	860	0.0018643261	453
2503	1 BR/1 Bath	3	517	43	560	0.0014798893	937
2504	1 BR/1 Bath	3	522	54	576	0.0014798893	936
2505	Studio	2	384	27	407	0.0011000000	1109
2506	2 BR/1 Bath	4	714	44	758	0.0016444928	452
2507	2 BR/1½ Bath	6	776	43	819	0.0017975926	451
2508	1 BR/1 Bath	3	495	44	539	0.0014798893	935
2509	Studio	2	384	27	411	0.0011000000	1108
2510	1 BR/1 Bath	3	512	44	556	0.0014798893	934
2511	1 BR/1 Bath	3	517	43	562	0.0014798893	933
2512	1 BR/1 Bath	3	522	54	576	0.0014798893	890
2513	2 BR/2 Bath	6	816	44	860	0.0018643261	450
2514	2 BR/2 Bath	6	816	44	860	0.0018643261	449

FLOOR 26

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2601	2 BR/2 Bath	6	816	44	860	0.0018643261	448
2602	2 BR/2 Bath	6	816	44	860	0.0018643261	447
2603	1 BR/1 Bath	3	517	43	560	0.0014798893	889
2604	1 BR/1 Bath	3	522	54	576	0.0014798893	888
2605	Studio	2	384	27	407	0.0011000000	1107
2606	2 BR/1 Bath	4	714	44	758	0.0016444928	446
2607	2 BR/1½ Bath	6	776	43	819	0.0017975926	445
2608	1 BR/1 Bath	3	495	44	539	0.0014798893	887
2609	Studio	2	384	27	411	0.0011000000	1106
2610	1 BR/1 Bath	3	512	44	556	0.0014798893	886
2611	1 BR/1 Bath	3	517	43	562	0.0014798893	885
2612	1 BR/1 Bath	3	522	54	576	0.0014798893	884
2613	2 BR/2 Bath	6	816	44	860	0.0018643261	444
2614	2 BR/2 Bath	6	816	44	860	0.0018643261	443

FLOOR 27

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2701	2 BR/2 Bath	6	816	44	860	0.0018643261	442
2702	2 BR/2 Bath	6	816	44	860	0.0018643261	441
2703	1 BR/1 Bath	3	517	43	560	0.0014798893	883
2704	1 BR/1 Bath	3	522	54	576	0.0014798893	882
2705	Studio	2	384	27	407	0.0011000000	1105
2706	2 BR/1 Bath	4	714	44	758	0.0016444928	440
2707	2 BR/1½ Bath	6	776	43	819	0.0017975926	439
2708	1 BR/1 Bath	3	495	44	539	0.0014798893	881
2709	Studio	2	384	27	411	0.0011000000	1104
2710	1 BR/1 Bath	3	512	44	556	0.0014798893	880
2711	1 BR/1 Bath	3	517	43	562	0.0014798893	879
2712	1 BR/1 Bath	3	522	54	576	0.0014798893	878
2713	2 BR/2 Bath	6	816	44	860	0.0018643261	438
2714	2 BR/2 Bath	6	816	44	860	0.0018643261	437

FLOOR 28

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2801	2 BR/2 Bath	6	816	44	860	0.0018643261	436
2802	2 BR/2 Bath	6	816	44	860	0.0018643261	435
2803	1 BR/1 Bath	3	517	43	560	0.0014798893	877
2804	1 BR/1 Bath	3	522	54	576	0.0014798893	876
2805	Studio	2	384	27	407	0.0011000000	1103
2806	2 BR/1 Bath	4	714	44	758	0.0016444928	434
2807	2 BR/1½ Bath	6	776	43	819	0.0017975926	433
2808	1 BR/1 Bath	3	495	44	539	0.0014798893	875
2809	Studio	2	384	27	411	0.0011000000	1102
2810	1 BR/1 Bath	3	512	44	556	0.0014798893	874
2811	1 BR/1 Bath	3	517	43	562	0.0014798893	873
2812	1 BR/1 Bath	3	522	54	576	0.0014798893	872
2813	2 BR/2 Bath	6	816	44	860	0.0018643261	390
2814	2 BR/2 Bath	6	816	44	860	0.0018643261	389

FLOOR 29

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
2901	2 BR/2 Bath	6	816	44	860	0.0018643261	388
2902	2 BR/2 Bath	6	816	44	860	0.0018643261	387
2903	1 BR/1 Bath	3	517	43	560	0.0014798893	871
2904	1 BR/1 Bath	3	522	54	576	0.0014798893	870
2905	Studio	2	384	27	407	0.0011000000	1101
2906	2 BR/1 Bath	4	714	44	758	0.0016444928	386
2907	2 BR/1½ Bath	6	776	43	819	0.0017975926	385
2908	1 BR/1 Bath	3	495	44	539	0.0014798893	869
2909	Studio	2	384	27	411	0.0011000000	1032
2910	1 BR/1 Bath	3	512	44	556	0.0014798893	868
2911	1 BR/1 Bath	3	517	43	562	0.0014798893	867
2912	1 BR/1 Bath	3	522	54	576	0.0014798893	866
2913	2 BR/2 Bath	6	816	44	860	0.0018643261	384
2914	2 BR/2 Bath	6	816	44	860	0.0018643261	383

FLOOR 30

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3001	2 BR/2 Bath	6	816	44	860	0.0018643261	382
3002	2 BR/2 Bath	6	816	44	860	0.0018643261	381
3003	1 BR/1 Bath	3	517	43	560	0.0014798893	865
3004	1 BR/1 Bath	3	522	54	576	0.0014798893	864
3005	Studio	2	384	27	407	0.0011000000	1031
3006	2 BR/1 Bath	4	714	44	758	0.0016444928	380
3007	2 BR/1½ Bath	6	776	43	819	0.0017975926	379
3008	1 BR/1 Bath	3	495	44	539	0.0014798893	863
3009	Studio	2	384	27	411	0.0011000000	1030
3010	1 BR/1 Bath	3	512	44	556	0.0014798893	862
3011	1 BR/1 Bath	3	517	43	562	0.0014798893	861
3012	1 BR/1 Bath	3	522	54	576	0.0014798893	860
3013	2 BR/2 Bath	6	816	44	860	0.0018643261	378
3014	2 BR/2 Bath	6	816	44	860	0.0018643261	377

FLOOR 31

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3101	2 BR/2 Bath	6	816	44	860	0.0018643261	376
3102	2 BR/2 Bath	6	816	44	860	0.0018643261	375
3103	1 BR/1 Bath	3	517	43	560	0.0014798893	859
3104	1 BR/1 Bath	3	522	54	576	0.0014798893	858
3105	Studio	2	384	27	407	0.0011000000	1029
3106	2 BR/1 Bath	4	714	81	795	0.0016444928	374
3107	2 BR/1½ Bath	6	776	105	881	0.0017975926	373
3108	1 BR/1 Bath	3	495	70	565	0.0014798893	857
3109	Studio	2	384	27	411	0.0011000000	1028
3110	1 BR/1 Bath	3	512	70	582	0.0014798893	856
3111	1 BR/1 Bath	3	517	43	562	0.0014798893	855
3112	1 BR/1 Bath	3	522	54	576	0.0014798893	854
3113	2 BR/2 Bath	6	816	44	860	0.0018643261	372
3114	2 BR/2 Bath	6	816	44	860	0.0018643261	371

FLOOR 32

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3201	2 BR/2 Bath	6	816	44	860	0.0018643261	370
3202	2 BR/2 Bath	6	816	44	860	0.0018643261	369
3203	1 BR/1 Bath	3	517	43	560	0.0014798893	853
3204	1 BR/1 Bath	3	522	54	576	0.0014798893	852
3205	Studio	2	384	27	407	0.0011000000	1027
3206	2 BR/1 Bath	4	714	81	795	0.0016444928	368
3207	2 BR/1½ Bath	6	776	105	881	0.0017975926	367
3208	1 BR/1 Bath	3	495	70	565	0.0014798893	851
3209	Studio	2	384	27	411	0.0011000000	1026
3210	1 BR/1 Bath	3	512	70	582	0.0014798893	850
3211	1 BR/1 Bath	3	517	43	562	0.0014798893	849
3212	1 BR/1 Bath	3	522	54	576	0.0014798893	848
3213	2 BR/2 Bath	6	816	44	860	0.0018643261	366
3214	2 BR/2 Bath	6	816	44	860	0.0018643261	365

FLOOR 33

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3301	2 BR/2 Bath	6	816	44	860	0.0018643261	364
3302	2 BR/2 Bath	6	816	44	860	0.0018643261	363
3303	1 BR/1 Bath	3	517	43	560	0.0014798893	847
3304	1 BR/1 Bath	3	522	54	576	0.0014798893	846
3305	Studio	2	384	27	407	0.0011000000	1025
3306	2 BR/1 Bath	4	714	81	795	0.0016444928	362
3307	2 BR/1½ Bath	6	776	105	881	0.0017975926	361
3308	1 BR/1 Bath	3	495	70	565	0.0014798893	845
3309	Studio	2	384	27	411	0.0011000000	1024
3310	1 BR/1 Bath	3	512	70	582	0.0014798893	844
3311	1 BR/1 Bath	3	517	43	562	0.0014798893	843
3312	1 BR/1 Bath	3	522	54	576	0.0014798893	842
3313	2 BR/2 Bath	6	816	44	860	0.0018643261	360
3314	2 BR/2 Bath	6	816	44	860	0.0018643261	359

FLOOR 34

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3401	2 BR/2 Bath	6	816	44	860	0.0018643261	358
3402	2 BR/2 Bath	6	816	44	860	0.0018643261	357
3403	1 BR/1 Bath	3	517	43	560	0.0014798893	841
3404	1 BR/1 Bath	3	522	54	576	0.0014798893	840
3405	Studio	2	384	27	407	0.0011000000	1023
3406	2 BR/1 Bath	4	714	81	795	0.0016444928	356
3407	2 BR/1½ Bath	6	776	105	881	0.0017975926	355
3408	1 BR/1 Bath	3	495	70	565	0.0014798893	839
3409	Studio	2	384	27	411	0.0011000000	1022
3410	1 BR/1 Bath	3	512	70	582	0.0014798893	838
3411	1 BR/1 Bath	3	517	43	562	0.0014798893	837
3412	1 BR/1 Bath	3	522	54	576	0.0014798893	836
3413	2 BR/2 Bath	6	816	44	860	0.0018643261	354
3414	2 BR/2 Bath	6	816	44	860	0.0018643261	353

FLOOR 35

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3501	2 BR/2 Bath	6	816	44	860	0.0018643261	352
3502	2 BR/2 Bath	6	816	44	860	0.0018643261	351
3503	1 BR/1 Bath	3	517	43	560	0.0014798893	835
3504	1 BR/1 Bath	3	522	54	576	0.0014798893	834
3505	Studio	2	384	27	407	0.0011000000	1021
3506	2 BR/1 Bath	4	714	44	758	0.0016444928	350
3507	2 BR/1½ Bath	6	776	43	819	0.0017975926	349
3508	1 BR/1 Bath	3	495	44	539	0.0014798893	833
3509	Studio	2	384	27	411	0.0011000000	1020
3510	1 BR/1 Bath	3	512	44	556	0.0014798893	790
3511	1 BR/1 Bath	3	517	43	562	0.0014798893	789
3512	1 BR/1 Bath	3	522	54	576	0.0014798893	788
3513	2 BR/2 Bath	6	816	44	860	0.0018643261	348
3514	2 BR/2 Bath	6	816	44	860	0.0018643261	347

FLOOR 36

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3601	2 BR/2 Bath	6	816	44	860	0.0018643261	346
3602	2 BR/2 Bath	6	816	44	860	0.0018643261	345
3603	1 BR/1 Bath	3	517	43	560	0.0014798893	787
3604	1 BR/1 Bath	3	522	54	576	0.0014798893	786
3605	Studio	2	384	27	407	0.0011000000	1019
3606	2 BR/1 Bath	4	714	44	758	0.0016444928	344
3607	2 BR/1½ Bath	6	776	43	819	0.0017975926	343
3608	1 BR/1 Bath	3	495	44	539	0.0014798893	785
3609	Studio	2	384	27	411	0.0011000000	1018
3610	1 BR/1 Bath	3	512	44	556	0.0014798893	784
3611	1 BR/1 Bath	3	517	43	562	0.0014798893	783
3612	1 BR/1 Bath	3	522	54	576	0.0014798893	782
3613	2 BR/2 Bath	6	816	44	860	0.0018643261	342
3614	2 BR/2 Bath	6	816	44	860	0.0018643261	341

FLOOR 37

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3701	2 BR/2 Bath	6	816	44	860	0.0018643261	340
3702	2 BR/2 Bath	6	816	44	860	0.0018643261	339
3703	1 BR/1 Bath	3	517	43	560	0.0014798893	781
3704	1 BR/1 Bath	3	522	54	576	0.0014798893	780
3705	Studio	2	384	27	407	0.0011000000	1017
3706	2 BR/1 Bath	4	714	44	758	0.0016444928	338
3707	2 BR/1½ Bath	6	776	43	819	0.0017975926	337
3708	1 BR/1 Bath	3	495	44	539	0.0014798893	779
3709	Studio	2	384	27	411	0.0011000000	1016
3710	1 BR/1 Bath	3	512	44	556	0.0014798893	778
3711	1 BR/1 Bath	3	517	43	562	0.0014798893	777
3712	1 BR/1 Bath	3	522	54	576	0.0014798893	776
3713	2 BR/2 Bath	6	816	44	860	0.0018643261	336
3714	2 BR/2 Bath	6	816	44	860	0.0018643261	335

FLOOR 38

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3801	2 BR/2 Bath	6	816	44	860	0.0018643261	334
3802	2 BR/2 Bath	6	816	44	860	0.0018643261	333
3803	1 BR/1 Bath	3	517	43	560	0.0014798893	775
3804	1 BR/1 Bath	3	522	54	576	0.0014798893	774
3805	Studio	2	384	27	407	0.0011000000	1015
3806	2 BR/1 Bath	4	714	44	758	0.0016444928	290
3807	2 BR/1½ Bath	6	776	43	819	0.0017975926	289
3808	1 BR/1 Bath	3	495	44	539	0.0014798893	773
3809	Studio	2	384	27	411	0.0011000000	1014
3810	1 BR/1 Bath	3	512	44	556	0.0014798893	772
3811	1 BR/1 Bath	3	517	43	562	0.0014798893	771
3812	1 BR/1 Bath	3	522	54	576	0.0014798893	770
3813	2 BR/2 Bath	6	816	44	860	0.0018643261	288
3814	2 BR/2 Bath	6	816	44	860	0.0018643261	287

FLOOR 39

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
3901	2 BR/2 Bath	6	816	44	860	0.0018643261	286
3902	2 BR/2 Bath	6	816	44	860	0.0018643261	285
3903	1 BR/1 Bath	3	517	43	560	0.0014798893	769
3904	1 BR/1 Bath	3	522	54	576	0.0014798893	768
3905	Studio	2	384	27	407	0.0011000000	1013
3906	2 BR/1 Bath	4	714	44	758	0.0016444928	284
3907	2 BR/1½ Bath	6	776	43	819	0.0017975926	283
3908	1 BR/1 Bath	3	495	44	539	0.0014798893	767
3909	Studio	2	384	27	411	0.0011000000	1012
3910	1 BR/1 Bath	3	512	44	556	0.0014798893	766
3911	1 BR/1 Bath	3	517	43	562	0.0014798893	765
3912	1 BR/1 Bath	3	522	54	576	0.0014798893	764
3913	2 BR/2 Bath	6	816	44	860	0.0018643261	282
3914	2 BR/2 Bath	6	816	44	860	0.0018643261	281

FLOOR 40

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
4001	2 BR/2 Bath	6	816	44	860	0.0018643261	280
4002	2 BR/2 Bath	6	816	44	860	0.0018643261	279
4003	1 BR/1 Bath	3	517	43	560	0.0014798893	763
4004	1 BR/1 Bath	3	522	54	576	0.0014798893	762
4005	Studio	2	384	27	407	0.0011000000	1011
4006	2 BR/1 Bath	4	714	44	758	0.0016444928	278
4007	2 BR/1½ Bath	6	776	43	819	0.0017975926	277
4008	1 BR/1 Bath	3	495	44	539	0.0014798893	761
4009	Studio	2	384	27	411	0.0011000000	1010
4010	1 BR/1 Bath	3	512	44	556	0.0014798893	760
4011	1 BR/1 Bath	3	517	43	562	0.0014798893	759
4012	1 BR/1 Bath	3	522	54	576	0.0014798893	758
4013	2 BR/2 Bath	6	816	44	860	0.0018643261	276
4014	2 BR/2 Bath	6	816	44	860	0.0018643261	275

FLOOR 41

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
4101	2 BR/2 Bath	6	816	44	860	0.0018643261	274
4102	2 BR/2 Bath	6	816	44	860	0.0018643261	273
4103	1 BR/1 Bath	3	517	43	560	0.0014798893	757
4104	1 BR/1 Bath	3	522	54	576	0.0014798893	756
4105	Studio	2	384	27	407	0.0011000000	1009
4106	2 BR/1 Bath	4	714	44	758	0.0016444928	272
4107	2 BR/1½ Bath	6	776	43	819	0.0017975926	271
4108	1 BR/1 Bath	3	495	44	539	0.0014798893	755
4109	Studio	2	384	27	411	0.0011000000	1008
4110	1 BR/1 Bath	3	512	44	556	0.0014798893	754
4111	1 BR/1 Bath	3	517	43	562	0.0014798893	753
4112	1 BR/1 Bath	3	522	54	576	0.0014798893	752
4113	2 BR/2 Bath	6	816	44	860	0.0018643261	270
4114	2 BR/2 Bath	6	816	44	860	0.0018643261	269

FLOOR 42

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
4201	2 BR/2 Bath	6	816	44	860	0.0018643261	268
4202	2 BR/2 Bath	6	816	44	860	0.0018643261	267
4203	1 BR/1 Bath	3	517	43	560	0.0014798893	751
4204	1 BR/1 Bath	3	522	54	576	0.0014798893	750
4205	Studio	2	384	27	407	0.0011000000	1007
4206	2 BR/1 Bath	4	714	44	758	0.0016444928	266
4207	2 BR/1½ Bath	6	776	43	819	0.0017975926	265
4208	1 BR/1 Bath	3	495	44	539	0.0014798893	749
4209	Studio	2	384	27	411	0.0011000000	1006
4210	1 BR/1 Bath	3	512	44	556	0.0014798893	748
4211	1 BR/1 Bath	3	517	43	562	0.0014798893	747
4212	1 BR/1 Bath	3	522	54	576	0.0014798893	746
4213	2 BR/2 Bath	6	816	44	860	0.0018643261	264
4214	2 BR/2 Bath	6	816	44	860	0.0018643261	263

FLOOR 43

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
4301	2 BR/2 Bath	6	816	44	860	0.0018643261	262
4302	2 BR/2 Bath	6	816	44	860	0.0018643261	261
4303	1 BR/1 Bath	3	517	43	560	0.0014798893	745
4304	1 BR/1 Bath	3	522	54	576	0.0014798893	744
4305	Studio	2	384	27	407	0.0011000000	1005
4306	2 BR/1 Bath	4	714	44	758	0.0016444928	260
4307	2 BR/1½ Bath	6	776	43	819	0.0017975926	259
4308	1 BR/1 Bath	3	495	44	539	0.0014798893	743
4309	Studio	2	384	27	411	0.0011000000	1004
4310	1 BR/1 Bath	3	512	44	556	0.0014798893	742
4311	1 BR/1 Bath	3	517	43	562	0.0014798893	741
4312	1 BR/1 Bath	3	522	54	576	0.0014798893	740
4313	2 BR/2 Bath	6	816	44	860	0.0018643261	258
4314	2 BR/2 Bath	6	816	44	860	0.0018643261	257

FLOOR 44

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
4401	2 BR/2 Bath	6	816	44	860	0.0018643261	256
4402	2 BR/2 Bath	6	816	44	860	0.0018643261	255
4403	1 BR/1 Bath	3	517	43	560	0.0014798893	739
4404	1 BR/1 Bath	3	522	54	576	0.0014798893	738
4405	Studio	2	384	27	407	0.0011000000	1003
4406	2 BR/1 Bath	4	714	81	795	0.0016444928	254
4407	2 BR/1½ Bath	6	776	105	881	0.0017975926	253
4408	1 BR/1 Bath	3	495	70	565	0.0014798893	737
4409	Studio	2	384	27	411	0.0011000000	1002
4410	1 BR/1 Bath	3	512	70	582	0.0014798893	736
4411	1 BR/1 Bath	3	517	43	562	0.0014798893	735
4412	1 BR/1 Bath	3	522	54	576	0.0014798893	734
4413	2 BR/2 Bath	6	816	44	860	0.0018643261	252
4414	2 BR/2 Bath	6	816	44	860	0.0018643261	251

FLOOR 45

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
4501	2 BR/2 Bath	6	816	44	860	0.0018643261	250
4502	2 BR/2 Bath	6	816	44	860	0.0018643261	249
4503	1 BR/1 Bath	3	517	43	560	0.0014798893	733
4504	1 BR/1 Bath	3	522	54	576	0.0014798893	690
4505	Studio	2	384	27	407	0.0011000000	1001
4506	2 BR/1 Bath	4	714	81	795	0.0016444928	248
4507	2 BR/1½ Bath	6	776	105	881	0.0017975926	247
4508	1 BR/1 Bath	3	495	70	565	0.0014798893	689
4509	Studio	2	384	27	411	0.0011000000	932
4510	1 BR/1 Bath	3	512	70	582	0.0014798893	688
4511	1 BR/1 Bath	3	517	43	562	0.0014798893	687
4512	1 BR/1 Bath	3	522	54	576	0.0014798893	686
4513	2 BR/2 Bath	6	816	44	860	0.0018643261	246
4514	2 BR/2 Bath	6	816	44	860	0.0018643261	245

FLOOR 46

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
4601	2 BR/2 Bath	6	816	44	860	0.0018643261	244
4602	2 BR/2 Bath	6	816	44	860	0.0018643261	243
4603	1 BR/1 Bath	3	517	43	560	0.0014798893	685
4604	1 BR/1 Bath	3	522	54	576	0.0014798893	684
4605	Studio	2	384	27	407	0.0011000000	931
4606	2 BR/1 Bath	4	714	81	795	0.0016444928	242
4607	2 BR/1½ Bath	6	776	105	881	0.0017975926	241
4608	1 BR/1 Bath	3	495	70	565	0.0014798893	683
4609	Studio	2	384	27	411	0.0011000000	930
4610	1 BR/1 Bath	3	512	70	582	0.0014798893	682
4611	1 BR/1 Bath	3	517	43	562	0.0014798893	681
4612	1 BR/1 Bath	3	522	54	576	0.0014798893	680
4613	2 BR/2 Bath	6	816	44	860	0.0018643261	240
4614	2 BR/2 Bath	6	816	44	860	0.0018643261	239

FLOOR 47

<u>Unit No.</u>	<u>Unit Type</u>	<u>No. of Rooms</u>	<u>Approx. Net Living Floor Area in Sq. Ft.</u>	<u>Approx. Net Lanai Floor Area in Sq. Ft.</u>	<u>Approx. Net Total Floor Area in Sq. Ft.</u>	<u>Common Interest</u>	<u>Designated Parking Stall(s)</u>
4701	2 BR/2 Bath	6	816	44	860	0.0018643261	238
4702	2 BR/2 Bath	6	816	44	860	0.0018643261	237
4703	1 BR/1 Bath	3	517	43	560	0.0014798893	679
4704	1 BR/1 Bath	3	522	54	576	0.0014798893	678
4705	Studio	2	384	27	407	0.0011000000	929
4706	2 BR/1 Bath	4	714	81	795	0.0016444928	236
4707	2 BR/1½ Bath	6	776	105	881	0.0017975926	235
4708	1 BR/1 Bath	3	495	70	565	0.0014798893	677
4709	Studio	2	384	27	411	0.0011000000	928
4710	1 BR/1 Bath	3	512	70	582	0.0014798893	676
4711	1 BR/1 Bath	3	517	43	562	0.0014798893	675
4712	1 BR/1 Bath	3	522	54	576	0.0014798893	674
4713	2 BR/2 Bath	6	816	44	860	0.0018643261	234
4714	2 BR/2 Bath	6	816	44	860	0.0018643261	233

PARKING STRUCTURE

GROUND LEVEL

<u>Parking Unit. No.</u>	<u>Unit Type</u>	<u>Approx. Floor Area in Sq. Ft.</u>	<u>Common Interest</u>
102	Compact	120	0.0000080000
103	Compact	120	0.0000080000
104	Compact	120	0.0000080000
105	Compact	120	0.0000080000
106	Compact	120	0.0000080000
107	Compact	120	0.0000080000
108	Compact	120	0.0000080000
109	Compact	120	0.0000080000
111	Regular	148.5	0.0000080000
112	Regular	148.5	0.0000080000
113	Regular	148.5	0.0000080000
114	Regular	148.5	0.0000080000
115	Regular	148.5	0.0000080000
116	Regular	148.5	0.0000080000
117	Regular	148.5	0.0000080000
118	Handicap	148.5	0.0000080000
119	Regular	148.5	0.0000080000
120	Regular	148.5	0.0000080000
121	Regular	148.5	0.0000080000
122	Regular	148.5	0.0000080000
123	Regular	148.5	0.0000080000
124	Regular	148.5	0.0000080000
125	Regular	148.5	0.0000080000
126	Regular	148.5	0.0000080000
127	Regular	148.5	0.0000080000
128	Regular	148.5	0.0000080000
129	Regular	148.5	0.0000080000
130	Regular	148.5	0.0000080000
131	Regular	148.5	0.0000080000

SECOND LEVEL

<u>Parking Unit. No.</u>	<u>Unit Type</u>	<u>Approx. Floor Area in Sq. Ft.</u>	<u>Common Interest</u>
201	Compact	120	0.0000080000
202	Compact	120	0.0000080000
203	Compact	120	0.0000080000
204	Compact	120	0.0000080000
205	Compact	120	0.0000080000
206	Compact	120	0.0000080000
207	Compact	120	0.0000080000
208	Compact	120	0.0000080000
209	Compact	120	0.0000080000
210	Compact	120	0.0000080000
211	Compact	120	0.0000080000
212	Compact	120	0.0000080000
213	Compact	120	0.0000080000
214	Compact	120	0.0000080000
215	Compact	120	0.0000080000
216	Compact	120	0.0000080000
217	Compact	120	0.0000080000
218	Compact	120	0.0000080000
219	Compact	120	0.0000080000
220	Compact	120	0.0000080000
221	Compact	120	0.0000080000
222	Compact	120	0.0000080000
223	Compact	120	0.0000080000
224	Compact	120	0.0000080000
225	Compact	120	0.0000080000
226	Compact	120	0.0000080000
227	Compact	120	0.0000080000
228	Compact	120	0.0000080000
229	Compact	120	0.0000080000
230	Compact	120	0.0000080000
231	Compact	120	0.0000080000
232	Compact	120	0.0000080000

THIRD LEVEL

<u>Parking Unit. No.</u>	<u>Unit Type</u>	<u>Approx. Floor Area in Sq. Ft.</u>	<u>Common Interest</u>
301	Compact	120	0.0000080000
302	Compact	120	0.0000080000
303	Compact	120	0.0000080000
304	Compact	120	0.0000080000
305	Compact	120	0.0000080000
306	Compact	120	0.0000080000
307	Compact	120	0.0000080000
308	Compact	120	0.0000080000
309	Compact	120	0.0000080000
310	Compact	120	0.0000080000
311	Compact	120	0.0000080000
312	Compact	120	0.0000080000
313	Compact	120	0.0000080000
314	Compact	120	0.0000080000
315	Compact	120	0.0000080000
316	Compact	120	0.0000080000
317	Compact	120	0.0000080000
318	Compact	120	0.0000080000
319	Compact	120	0.0000080000
320	Compact	120	0.0000080000
321	Compact	120	0.0000080000
322	Compact	120	0.0000080000
323	Compact	120	0.0000080000
324	Compact	120	0.0000080000
325	Compact	120	0.0000080000
326	Compact	120	0.0000080000
327	Compact	120	0.0000080000
328	Compact	120	0.0000080000
329	Compact	120	0.0000080000
330	Compact	120	0.0000080000
331	Compact	120	0.0000080000
332	Compact	120	0.0000080000

FOURTH LEVEL

<u>Parking Unit. No.</u>	<u>Unit Type</u>	<u>Approx. Floor Area in Sq. Ft.</u>	<u>Common Interest</u>
401	Compact	120	0.0000080000
402	Compact	120	0.0000080000
403	Compact	120	0.0000080000
404	Compact	120	0.0000080000
405	Compact	120	0.0000080000
406	Compact	120	0.0000080000
407	Compact	120	0.0000080000
408	Compact	120	0.0000080000
409	Compact	120	0.0000080000
410	Compact	120	0.0000080000
411	Compact	120	0.0000080000
412	Compact	120	0.0000080000
413	Compact	120	0.0000080000
414	Compact	120	0.0000080000
415	Compact	120	0.0000080000
416	Compact	120	0.0000080000
417	Compact	120	0.0000080000
418	Compact	120	0.0000080000
419	Compact	120	0.0000080000
420	Compact	120	0.0000080000
421	Compact	120	0.0000080000
422	Compact	120	0.0000080000
423	Compact	120	0.0000080000
424	Compact	120	0.0000080000
425	Compact	120	0.0000080000
426	Compact	120	0.0000080000
427	Compact	120	0.0000080000
428	Compact	120	0.0000080000
429	Compact	120	0.0000080000
430	Compact	120	0.0000080000
431	Compact	120	0.0000080000
432	Compact	120	0.0000080000

FIFTH LEVEL

<u>Parking Unit. No.</u>	<u>Unit Type</u>	<u>Approx. Floor Area in Sq. Ft.</u>	<u>Common Interest</u>
501	Compact	120	0.0000080000
502	Compact	120	0.0000080000
503	Compact	120	0.0000080000
504	Compact	120	0.0000080000
505	Compact	120	0.0000080000
506	Compact	120	0.0000080000
507	Compact	120	0.0000080000
508	Compact	120	0.0000080000
509	Compact	120	0.0000080000
510	Compact	120	0.0000080000
511	Compact	120	0.0000080000
512	Compact	120	0.0000080000
513	Compact	120	0.0000080000
514	Compact	120	0.0000080000
515	Compact	120	0.0000080000
516	Compact	120	0.0000080000
517	Compact	120	0.0000080000
518	Compact	120	0.0000080000
519	Compact	120	0.0000080000
520	Compact	120	0.0000080000
521	Compact	120	0.0000080000
522	Compact	120	0.0000080000
523	Compact	120	0.0000080000
524	Compact	120	0.0000080000
525	Compact	120	0.0000080000
526	Compact	120	0.0000080000
527	Compact	120	0.0000080000
528	Compact	120	0.0000080000
529	Compact	120	0.0000080000
530	Compact	120	0.0000080000
531	Compact	120	0.0000080000
532	Compact	120	0.0000080000

SIXTH LEVEL

<u>Parking Unit. No.</u>	<u>Unit Type</u>	<u>Approx. Floor Area in Sq. Ft.</u>	<u>Common Interest</u>
601	Compact	120	0.0000080000
602	Compact	120	0.0000080000
603	Compact	120	0.0000080000
604	Compact	120	0.0000080000
605	Compact	120	0.0000080000
606	Compact	120	0.0000080000
607	Compact	120	0.0000080000
608	Compact	120	0.0000080000
609	Compact	120	0.0000080000
610	Compact	120	0.0000080000
611	Compact	120	0.0000080000
612	Compact	120	0.0000080000
613	Compact	120	0.0000080000
614	Compact	120	0.0000080000
615	Compact	120	0.0000080000
616	Compact	120	0.0000080000
617	Compact	120	0.0000080000
618	Compact	120	0.0000080000
619	Compact	120	0.0000080000
620	Compact	120	0.0000080000
621	Compact	120	0.0000080000
622	Compact	120	0.0000080000
623	Compact	120	0.0000080000
624	Compact	120	0.0000080000
625	Compact	120	0.0000080000
626	Compact	120	0.0000080000
627	Compact	120	0.0000080000
628	Compact	120	0.0000080000
629	Compact	120	0.0000080000
630	Compact	120	0.0000080000
631	Compact	120	0.0000080000
632	Compact	120	0.0000080000

SEVENTH LEVEL

<u>Parking Unit. No.</u>	<u>Unit Type</u>	<u>Approx. Floor Area in Sq. Ft.</u>	<u>Common Interest</u>
701	Compact	120	0.0000080000
702	Compact	120	0.0000080000
703	Compact	120	0.0000080000
704	Compact	120	0.0000080000
705	Compact	120	0.0000080000
706	Compact	120	0.0000080000
707	Compact	120	0.0000080000
708	Compact	120	0.0000080000
709	Compact	120	0.0000080000
710	Compact	120	0.0000080000
711	Compact	120	0.0000080000
712	Compact	120	0.0000080000
713	Compact	120	0.0000080000
714	Compact	120	0.0000080000
715	Compact	120	0.0000080000
716	Compact	120	0.0000080000
717	Compact	120	0.0000080000
718	Compact	120	0.0000080000
719	Compact	120	0.0000080000
720	Compact	120	0.0000080000
721	Compact	120	0.0000080000
722	Compact	120	0.0000080000
723	Compact	120	0.0000080000
724	Compact	120	0.0000080000
725	Compact	120	0.0000080000
726	Compact	120	0.0000080000
727	Compact	120	0.0000080000
728	Compact	120	0.0000080000
729	Compact	120	0.0000080000
730	Compact	120	0.0000080000
731	Compact	120	0.0000080000
732	Compact	120	0.0000080000

EIGHTH LEVEL

<u>Parking Unit. No.</u>	<u>Unit Type</u>	<u>Approx. Floor Area in Sq. Ft.</u>	<u>Common Interest</u>
801	Compact	120	0.0000080000
802	Compact	120	0.0000080000
803	Compact	120	0.0000080000
804	Compact	120	0.0000080000
805	Compact	120	0.0000080000
806	Compact	120	0.0000080000
807	Compact	120	0.0000080000
808	Compact	120	0.0000080000
809	Compact	120	0.0000080000
810	Compact	120	0.0000080000
811	Compact	120	0.0000080000
812	Compact	120	0.0000080000
813	Compact	120	0.0000080000
814	Compact	120	0.0000080000
815	Compact	120	0.0000080000
816	Compact	120	0.0000080000
817	Compact	120	0.0000080000
818	Compact	120	0.0000080000
819	Compact	120	0.0000080000
820	Compact	120	0.0000080000
821	Compact	120	0.0000080000
822	Compact	120	0.0000080000
823	Compact	120	0.0000080000
824	Compact	120	0.0000080000
825	Compact	120	0.0000080000
826	Compact	120	0.0000080000
827	Compact	120	0.0000080000
828	Compact	120	0.0000080000
829	Compact	120	0.0000080000
830	Compact	120	0.0000080000
831	Compact	120	0.0000080000
832	Compact	120	0.0000080000

NINTH LEVEL

<u>Parking Unit. No.</u>	<u>Unit Type</u>	<u>Approx. Floor Area in Sq. Ft.</u>	<u>Common Interest</u>
901	Compact	120	0.0000080000
902	Compact	120	0.0000080000
903	Compact	120	0.0000080000
904	Compact	120	0.0000080000
905	Compact	120	0.0000080000
906	Compact	120	0.0000080000
907	Compact	120	0.0000080000
908	Compact	120	0.0000080000
909	Compact	120	0.0000080000
910	Compact	120	0.0000080000
911	Compact	120	0.0000080000
912	Compact	120	0.0000080000
913	Compact	120	0.0000080000
914	Compact	120	0.0000080000
915	Compact	120	0.0000080000
916	Compact	120	0.0000080000
917	Compact	120	0.0000080000
918	Compact	120	0.0000080000
919	Compact	120	0.0000080000
920	Compact	120	0.0000080000
921	Compact	120	0.0000080000
922	Compact	120	0.0000080000
923	Compact	120	0.0000080000
924	Compact	120	0.0000080000
925	Compact	120	0.0000080000
926	Compact	120	0.0000080000
927	Compact	120	0.0000080000

EXHIBIT B

Developer's Reserved Rights

DEVELOPER'S RIGHTS TO AMEND THE CONDOMINIUM DOCUMENTS

1. Section 9.d of the Declaration provides:

“d. Any provision of Section 21 or other provisions of this Declaration to the contrary notwithstanding, so long as Declarant is the owner of all units in the Condominium, Declarant reserves the right, in Declarant's sole and absolute discretion, and without the joinder or consent of any other person holding any right or interest in the Condominium, to amend this Declaration and the Bylaws, including amend and restate this Declaration and/or the Bylaws in their entirety, to change any or all of the parking units to limited common elements appurtenant to the residential units and ratably allocate the common interest appurtenant to such parking units to the residential units, whereupon all references in the Declaration to such parking units shall become references to such limited common element parking stalls.”

2. Paragraph 21.b of the Declaration, states in part:

“(1) At any time prior to the issuance of an effective date for the Developer's Public Report by the Real Estate Commission of the State of Hawaii, Declarant, acting alone, may amend this Declaration and the Bylaws and the Condominium Map in any manner.

“(2) Notwithstanding the foregoing and notwithstanding the sale and conveyance of any of the units, this Declaration (and, when applicable, the Condominium Map) may be amended by Declarant, acting alone, by filing the verified statement of a licensed architect, engineer or surveyor (with plans, if applicable) required by Section 514B-34 of the Act, certifying that the condominium property regime map previously recorded, as amended by the revised pages recorded with the amendment, if any, or being recorded simultaneously with such statement, fully and accurately depict the layout, location, boundaries, dimensions and numbers of the units substantially as built.

“(3) Notwithstanding anything to the contrary in this Declaration or the Bylaws and notwithstanding the sale and conveyance of any of the units, during the Development Period (defined below), Declarant shall have the right (but not the obligation) to amend this Declaration and the Bylaws (and the Condominium Map, if appropriate) without the consent or joinder of any unit owner, lienholder or other person or entity, for the purpose of meeting any requirement imposed by (i) any applicable law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Condominium or any of the units, (iv) any institutional lender lending funds on the security of the Condominium or any of the Units, or (v) the laws and rules of any state or country in which Declarant intends to market or sell units, or (vi) any other governmental or quasi-governmental agency, including, without limitation, the Hawaii Community Development Authority (“HCDA”), the City and County of Honolulu, the Bureau of Consumer Financial Protection, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing

and Urban Development and the Veterans Administration. However, except as provided in Section 31, no amendment which would change the common interest appurtenant to a unit or materially change the design, location or size of a unit shall be made without the consent of all persons having an interest in that unit. "Development Period" shall mean the period starting on the date this Declaration is recorded, and ending on the earlier of (i) twenty (20) years after the date this Declaration is recorded, or (ii) the date when the Developer records a document giving up all of Declarant's Reserved Rights. "Declarant's Reserved Rights" means all rights reserved to the Declarant under this Declaration, including, without limitation, those contained in Sections 21.b., 21.c, 23, 24, 31, 32 and 33 of this Declaration, or in the Bylaws."

3. Paragraph 21.c of the Declaration, states in part:

"c. Additional Consents. The following amendments shall require additional consents.

"(1) No amendment of the Declaration, the Bylaws, the House Rules or Condominium Map shall, without Declarant's prior written consent, limit, affect or impair the Declarant's Reserved Rights under this Declaration.

"(3) Notwithstanding the foregoing, except for amendment(s) required to effect the changes in parking stalls described in Section 9 (b) and Section 9(c) above, any amendment of this Declaration (including the Bylaws and, when applicable, the Condominium Map) shall require the prior written consent of Declarant during the Development Period."

4. Section 31 of the Declaration provides in part:

"e. Declarant shall have the reserved right, but not the obligation, to convey units that are owned by Declarant to the Association and/or to redesignate limited common elements appurtenant to units owned by Declarant to units owned by the Association or to redesignate them as general common elements. Without limiting the generality of the foregoing, Declarant shall have the reserved right, but not the obligation, to convey any or all of the 30 Visitor Parking Units in the Parking Structure that are owned by Declarant to the Association for use as visitor parking stalls for the Condominium and the deed(s) to effect such transfer need be signed only by Declarant. Without limiting the generality of the foregoing, Declarant shall have the reserved right, but not the obligation, to convert any or all of the eight (8) corner storage areas on the fifth, sixth, seventh and eighth levels of the Parking Structure to general common elements and the amendment(s) to effect such change need be signed only by Declarant. Such deed(s) and/or amendment(s) shall become effective only upon recordation in the Bureau, and a copy of such deed(s) and amendment(s), showing recordation data, shall be promptly delivered to the Association through the Secretary or the Managing Agent.

"f. Declarant shall have the reserved right to effect such modifications to units and common elements in the Condominium and/or to execute, record and deliver any amendments to this Declaration, the Condominium Map, the Bylaws and the House Rules as may be necessary or required by Declarant in its sole discretion, or to effect compliance by the Condominium, the Association, or by Declarant, with laws which apply to the Condominium, including the Fair

Housing Act, as amended, 42 U.S.C. §§3601 et seq., including any and all rules and regulations promulgated under it, and the Americans With Disabilities Act, as amended, 42 U.S.C. §§12101 et seq., including any and all rules and regulations promulgated under it (“ADA”). For instance, Declarant will have the right to re-stripe parking stalls and reconfigure parking stalls to meet the requirements of the ADA.

“h. ... During the Development Period, Declarant reserves the right, but not the obligation, to develop in the Future Development Area up to 408 additional residential units, up to 915 additional parking units, and additional unit or units having approximately 30,000 square feet in the aggregate for commercial purposes. Nothing stated in this Declaration shall be construed as a representation or promise by Declarant that any units or improvements after the initial units and improvements will be developed, nor shall anything in this Declaration require Declarant to develop any additional units or improvements in the Condominium. If additional units are developed, a larger or smaller number than 408 residential units and 915 parking units and 30,000 square feet for commercial use may be developed and the mix of units between residential units, parking units or units for commercial use may differ from Declarant's current intentions. Additional common elements developed on the Future Development Area may be designated by Declarant as common elements or as limited common elements appurtenant to all of the units developed on the Future Development Area or only some of them or to all of the initial units or only some of them. Declarant reserves the right and easement to create, develop, convert and construct such additional units and other improvements in the Condominium and to annex such units and improvements and any additional land to the Condominium in the manner specified below. Declarant shall further have the reserved right to execute and record an amendment to this Declaration, the Bylaws and to the Condominium Map to create any such additional units and other improvements within the Condominium and to annex the same and any additional land, to be governed by this Declaration.”

“i. Declarant shall have the right with respect to any unit which it owns to: (i) alter the type, layout and dimensions (including overall net area) and/or the limited common elements appurtenant thereto; (ii) subdivide the unit to create two or more units provided that the total common interest appurtenant to the newly created units shall equal the common interest appurtenant to the original unit; (iii) consolidate two or more units into a single unit; (iv) convert limited common elements appurtenant to and physically adjacent to the unit to a part of the unit; and (v) equitably reapportion common interests appurtenant to such units if appropriate to reflect such changes. Declarant shall have the right to redesignate any limited common elements appurtenant to a unit owned by Declarant as (1) being general common elements of the Condominium; or (2) limited common elements appurtenant to another unit or units owned by Declarant. Any such alteration, subdivision, consolidation, conversion or redesignation of unit(s) and limited common elements shall be effective if these procedures are followed:

“(1) Declarant records or causes to be recorded an amendment to this Declaration describing the unit(s) and limited common elements in question and setting out at least: (1) a description of the altered unit(s) or limited common element(s), as the case may be; (2) in the case of the consolidation of units, the common interest appurtenant to the newly formed unit, which shall be calculated by adding together the common interests for the units to be consolidated; or (3) in the case of the subdivision of

a unit the common interest appurtenant to each of the newly formed units, which shall equal the total of the common interest appurtenant to the original unit. In the event of concurrent consolidation and resubdivision the common interests of the resulting units shall equal the total common interests of all units consolidated.

“(2) Declarant shall record or cause to be recorded an amendment to the Condominium Map for the unit(s) being altered, subdivided or consolidated complying with Section 514B 34 of the Act; and

“(3) Any such alteration shall comply in all respects with all applicable governmental codes, statutes, ordinances, rules and regulations, or with all variances granted from them.

“k. Declarant shall have the reserved right to subdivide, consolidate or jointly develop with the Future Develop Area, resubdivide, and/or withdraw Land and units as set out in this Section.

“(1) Declarant shall have the right to subdivide, consolidate or jointly develop with the Future Development Area, resubdivide, and/or withdraw from the operation of this Declaration, all or any portion of the Land underlying, and units in, the Condominium. In connection with such right, Declarant shall have the further reserved right to enter and go upon the Land to do all things necessary or proper to effectuate such subdivision, consolidation, joint development, resubdivision, and/or withdrawal of portions of the Land and/or units, including making surveys to undertake a realignment of boundaries of the Land (it being understood that Declarant shall have the reserved right to effect any such realignment), and to facilitate the deletion, addition, relocation, realignment, reservation, designation, grant and receipt of easements and rights-of-way for electrical, water, gas, telephone, cable television, communications and other utilities, sanitary and storm sewers, drainage and flowage purposes, refuse disposal, driveways, parking areas and roadways, and all other required easements and rights-of-way. The subdivision, consolidation, joint development, resubdivision, and/or withdrawal of portions of the Land and/or units shall be subject to, and Declarant shall, at its own expense, comply with, all of the then-applicable governmental laws, and related rules and regulations, including subdivision requirements.

“(2) In connection with the exercise of its reserved right to subdivide, consolidate, jointly develop, resubdivide, and/or withdraw, Declarant further reserves the right to: (i) delete, add, relocate, realign, reserve, designate, grant, and/or receive, over, upon, across and under the Condominium, as appropriate, easements and rights-of-ways for any of the purposes described in Section 31.k(1) above; and (ii) relocate or realign any existing easements and rights-of-way over, across and under the Condominium, as appropriate, including any existing utilities, sanitary and storm sewer lines, and cable television lines and connect the same over, across and under the Condominium, provided that such easements and such relocations and connections of lines do not materially impair or interfere with the use of any unit in the Condominium as then constituted; and provided further that Declarant specifically reserves the right, whether or not in

connection with its right to subdivide, consolidate, jointly develop, resubdivide, and withdraw, to grant an easement for access, driveway and parking purposes over the Condominium in favor of the withdrawn portion of the Land in the event the same shall be withdrawn from the operation of this Declaration.

“(3) Upon the exercise of its reserved right to subdivide, consolidate, jointly develop, resubdivide, and/or withdraw, Declarant shall, at Declarant's expense and without being required to obtain the consent or joinder of any unit owner or lienholder, execute and record in the Bureau of Conveyances an amendment to this Declaration and the Condominium Map:

“(A) describing the withdrawn land and any improvements on it;

“(B) describing the realigned boundaries of the Land upon which the units then constituting the Condominium are located;

“(C) where applicable and appropriate, granting, reserving or relocating easements over, under and on the common elements as permitted above; and

“(D) if necessary, adjusting the common interest for each unit which remains a part of the Condominium in accordance with Section 31.j. The recording of the amendment to this Declaration and the Condominium Map shall effectuate the subdivision, consolidation, joint development, resubdivision, or withdrawal, without any further consent or joinder of any party. Any withdrawn land shall belong to Declarant and Declarant shall have the right, as grantor, to execute and deliver a deed of the subdivided and withdrawn area upon recording of the withdrawal amendment.”

5. Section 33 of the Declaration provides in part;

“Declarant hereby reserves the right, without the consent or joinder of any other person or entity, to sign and record (if appropriate) such documents or instruments (including but not limited to amendments of this Declaration, the Bylaws, or the Condominium Map), enter into such agreements and do all things that may be reasonably necessary to obtain such further permits and/or agreements as may be required by HCDA, the HCDA Development Permit, the Mauka Area Rules, the Kakaako Reserved Housing Rules and/or other Land Use Permits (including but not limited to the HCDA Development Agreement), and to comply with all applicable permits, laws, rules, ordinances and other governmental requirements that pertain to the Condominium.”

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

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

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

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

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

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

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

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

ADDITIONAL RESERVED RIGHTS OF DEVELOPER

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

“j. Any provision of this Declaration to the contrary notwithstanding, Declarant may lease the right to use any parking stalls that are appurtenant to its residential units or any parking unit owned by Declarant to occupants of the Condominium or to others on a monthly basis, and shall not be subject to any Parking Pool arrangement or to payment of any Garage

Administration Fee unless Declarant in its sole and absolute discretion, elects to submit such parking stall or parking unit to rental through a parking rental program instituted by the Managing Agent. Declarant must notify the Managing Agent of the identity of the lessee together with such lessee's vehicle description, and length of anticipated use and such other information as the Managing Agent or the Association shall reasonably request.

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

2. Paragraph 23 of the Declaration, provides:

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

3. Paragraph 24 of the Declaration, provides:

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

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

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

“c. Option Purchase Price. The purchase price for the unit shall be a price equal to the aggregate of (i) the price (the “Price”) at which the unit owner purchased the unit which is proposed to be transferred, (ii) the cost of any improvements added by the unit owner to the unit proposed to be transferred, and (iii) two percent (2%) per annum simple interest on the portion of the Price paid in cash from time to time by the unit owner for the unit proposed to be transferred from the date so paid until the date such unit is sold to Declarant. The purchase price shall be paid in cash at the closing.

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

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

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

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

the mortgagee to foreclose the mortgage; provided that the mortgagee's failure to provide such written notice to Declarant shall not affect such holder's rights under the mortgage."

4. Paragraph 31 of the Declaration states in part as follows:

"a. Declarant, together with its brokers, sales agents and their other related persons, shall have the right and easement to conduct extensive sales and marketing activities on or from the Condominium, including, without limitation, the use of model units, sales and management offices, parking stalls and extensive sales displays and activities until the earlier of the end of the Development Period (defined in Section 21.b(3) above) or the closing of the sale of the last unsold unit in the Condominium.

"b. During the Development Period, Declarant, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon the Condominium, including the common elements and any Unit, as may be reasonably necessary for the construction and completion of improvements to and correction of defects in the Condominium. Without limiting the generality of the foregoing, during the Development Period, Declarant, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon the driveways of the Condominium as may be reasonably necessary for the construction of speed bumps in such driveways.

"c. During the Development Period, Declarant, its agents, employees, contractors, licensees, successors and assigns shall have an easement over, under and upon the Condominium or any portion thereof, to create and cause noise, dust and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of any unit or other improvements in the Condominium, the construction and sale of additional units that are or may be annexed to the Condominium or created on it, or the subdivision, consolidation, resubdivision and/or withdrawal of portions of the Land and/or units, and each unit owner, lessee, mortgagee, lien holder or other person with an interest in the Condominium waives any right, claim or action which such person may have or acquire against Declarant, its agents, employees, contractors, licensees, successors and assigns as a result of such activity or activities.

"d. During the Development Period, Declarant shall have, incidental to the development and construction of the Condominium, the right to delete, add, relocate, realign, reserve, designate, grant and receive any and all easements and rights-of-way deemed necessary or desirable in Declarant's sole discretion, including easements and rights-of-way, exclusive or nonexclusive, for electrical, water, gas, telephone, cable television, communications and other utilities, and sanitary and storm sewers, drainage and flowage purposes, refuse disposal, driveways, parking areas and roadways, over, under, across, along, upon and through the Condominium, and together also with the rights of reasonable access thereto in connection with the exercise of said easement rights; provided however, that such rights must be exercised in such manner as to not materially interfere with the use of the Condominium by the unit owners and those claiming by, through or under the unit owners. Without limiting the foregoing, Declarant reserves the right, but not the obligation, to install a photo voltaic system on the top level of the Parking Structure, including the right to install posts and other improvements within

certain parking stalls or parking units, and an easement for such purpose. Such photo voltaic system will be owned by Declarant or its designee and intended to be leased to the Association to provide electricity for the common elements of the Condominium. Each and every party acquiring an interest in the Condominium, by such acquisition, consents to such deletion, addition, relocation, realignment, reservation, designation, granting and/or receipt of easements and/or rights of way as provided in this paragraph and to the recordation of any and all documents necessary to effect the same, including any amendment or amendments of this Declaration; agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Declarant, its successors and assigns as such party's attorney-in-fact with full power of substitution to execute such documents and instruments and to do such things on such party's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties.

"e. Declarant shall have the reserved right, but not the obligation, to convey units that are owned by Declarant to the Association and/or to redesignate limited common elements appurtenant to units owned by Declarant to units owned by the Association or to redesignate them as general common elements. Without limiting the generality of the foregoing, Declarant shall have the reserved right, but not the obligation, to convey any or all of the 30 Visitor Parking Units in the Parking Structure that are owned by Declarant to the Association for use as visitor parking stalls for the Condominium and the deed(s) to effect such transfer need be signed only by Declarant. Without limiting the generality of the foregoing, Declarant shall have the reserved right, but not the obligation, to convert any or all of the eight (8) corner storage areas on the fifth, sixth, seventh and eighth levels of the Parking Structure to general common elements and the amendment(s) to effect such change need be signed only by Declarant. Such deed(s) and/or amendment(s) shall become effective only upon recordation in the Bureau, and a copy of such deed(s) and amendment(s), showing recordation data, shall be promptly delivered to the Association through the Secretary or the Managing Agent.

"f Declarant shall have the reserved right to effect such modifications to units and common elements in the Condominium and/or to execute, record and deliver any amendments to this Declaration, the Condominium Map, the Bylaws and the House Rules as may be necessary or required by Declarant in its sole discretion, or to effect compliance by the Condominium, the Association, or by Declarant, with laws which apply to the Condominium, including the Fair Housing Act, as amended, 42 U.S.C. §§3601 et seq., including any and all rules and regulations promulgated under it, and the Americans With Disabilities Act, as amended, 42 U.S.C. §§12101 et seq., including any and all rules and regulations promulgated under it ("ADA"). For instance, Declarant will have the right to re-stripe parking stalls and reconfigure parking stalls to meet the requirements of the ADA.

"g. Declarant shall have the right to enter into any agreements, to construct improvements, to grant easements, and to do all other things that may be necessary or convenient to satisfy the requirements of the Land Use Permits (defined in Section 33 below) and any other requirements of applicable law or governmental authority.

"h ... During the Development Period, Declarant reserves the right, but not the

obligation, to develop in the Future Development Area up to 408 additional residential units, up to 915 additional parking units, and additional unit or units having approximately 30,000 square feet in the aggregate for commercial purposes. Nothing stated in this Declaration shall be construed as a representation or promise by Declarant that any units or improvements after the initial units and improvements will be developed, nor shall anything in this Declaration require Declarant to develop any additional units or improvements in the Condominium. If additional units are developed, a larger or smaller number than 408 residential units and 915 parking units and 30,000 square feet for commercial use may be developed and the mix of units between residential units, parking units or units for commercial use may differ from Declarant's current intentions. Additional common elements developed on the Future Development Area may be designated by Declarant as common elements or as limited common elements appurtenant to all of the units developed on the Future Development Area or only some of them or to all of the initial units or only some of them. Declarant reserves the right and easement to create, develop, convert and construct such additional units and other improvements in the Condominium and to annex such units and improvements and any additional land to the Condominium in the manner specified below. Declarant shall further have the reserved right to execute and record an amendment to this Declaration, the Bylaws and to the Condominium Map to create any such additional units and other improvements within the Condominium and to annex the same and any additional land, to be governed by this Declaration. ...

“1. During the Development Period, Declarant shall have the right to install signs throughout the Condominium, to satisfy the requirements of applicable law or governmental authority, or to address disputes with or among any unit owner, occupant, the Association, the Board, any third party or Declarant.”

5. Paragraph 32 of the Declaration states:

“32. Declarant Control Period. In accordance with Section 514B-106(d) of the Act, Declarant, or any person designated by Declarant shall have the unilateral right to appoint and remove all of the officers and members of the Association's Board of Directors for the period (the "Developer Control Period") that will terminate upon the earlier of:

“a. Sixty (60) days after conveyance of seventy-five percent (75%) of the common interest appurtenant to units to owners other than Declarant or an affiliate of Declarant;

“b. The day Declarant, after giving written notice to unit owners, records an instrument voluntarily surrendering all rights to control activities of the Association.

“Declarant may surrender the right to appoint and remove officers and members of the Board before termination of the Developer Control Period but may require, for the duration of the Developer Control Period, that specified actions of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.”

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

“a. Seller, together with its brokers, sales agents and their other related persons, shall have the right and easement to conduct extensive sales and marketing activities on or from the Condominium, including, without limitation, the use of model units, sales and management offices, parking stalls and extensive sales displays and activities. These rights and easements may exist until all of the units in the Condominium are sold.

“b. Seller, its agents, employees, contractors, licensees, successors and assigns have reserved an easement over, under and upon the Condominium, including the common elements and any Unit, as may be reasonably necessary for the construction and completion of improvements to and correction of defects in the Condominium, including without limitation, an easement over, under and upon the driveways of the Condominium as may be reasonably necessary for the construction of speed bumps in such driveways.

“c. Seller, its agents, employees, contractors, licensees, successors and assigns have reserved an easement over, under and upon the Condominium or any portion thereof, to create and cause noise, dust and other nuisances created by and resulting from any work connected with or incidental to the development, construction and sale of any unit or other improvements in the Condominium, the construction and sale of additional units that are or may be annexed to the Condominium or created on it, or the subdivision, consolidation, resubdivision and/or withdrawal of portions of the Land and/or units.

“d. Seller has reserved the right, incidental to the development and construction of the Condominium, to delete, add, relocate, realign, reserve, designate, grant and receive any and all easements and rights-of-way deemed necessary or desirable in Seller’s sole discretion, including easements and rights-of-way, exclusive or nonexclusive, for electrical, water, gas, telephone, cable television, communications and other utilities, and sanitary and storm sewers, drainage and flowage purposes, refuse disposal, driveways, parking areas and roadways, over, under, across, along, upon and through the Condominium, and together also with the rights of reasonable access thereto in connection with the exercise of said easement rights; provided however, that such rights must be exercised in such manner as to not materially interfere with the use of the Condominium by the unit owners and those claiming by, through or under the unit owners. Without limiting the foregoing, Seller has reserved the right, but not the obligation, to install a photo voltaic system on the top level of the Parking Structure, including the right to install posts and other improvements within certain parking stalls or parking units, and an easement for such purpose. Such photo voltaic system will be owned by Declarant or its designee and is intended to be leased to the Association to provide electricity for the common elements of the Condominium.

“e. Seller has reserved the right, but not the obligation, to convey units that are owned by Declarant to the Association and/or to redesignate limited common elements appurtenant to units owned by Declarant to units owned by the Association or to redesignate them as general common elements. Without limiting the generality of the foregoing, Seller has reserved the right, but not the obligation, to convey any or all of the 30 Visitor Parking Units in the Parking Structure to the Association for use as visitor parking stalls, and the right, but not the obligation,

to convert any or all of the eight (8) corner storage areas on the fifth, sixth, seventh and eighth levels of the Parking Structure to general common elements.

“f. Seller has reserved the right to modify the Condominium and/or amend the Condominium Documents as may be necessary or required by Seller in its sole discretion, or to effect compliance by the Condominium, the Association, or by Seller, with laws which apply to the Condominium.

“g. Seller has reserved the right to enter into any agreements, to construct improvements, to grant easements, and to do all other things that may be necessary or convenient to satisfy the requirements of the Land Use Permits (defined in Section 33 of the Declaration) and any other requirements of applicable law or governmental authority.

“h. Seller has reserved the right, but not the obligation, to construct in the Future Development Area (defined in Section 2 and described in Exhibit A-1 to the Declaration) additional residential and parking units, and units for commercial purposes, and common elements, and to annex such units and improvements and any additional land to the Condominium. Upon creation of the additional units in the Condominium, the common interests for all units in the Condominium shall be recalculated by using the calculations set forth as described in Exhibit C to the Declaration with minor adjustment to the common interest of the commercial unit(s) and/or the units for rental to the resident manager(s), to permit the total common interest percentage for all units to equal 100%. Seller may reduce the common interest appurtenant to each existing unit in accordance with the formula in Exhibit C.

“i. Seller has reserved the right with respect to any unit which it owns to: (i) alter the type, layout and dimensions (including overall net area) and/or the limited common elements appurtenant thereto; (ii) subdivide the unit to create two or more units provided that the total common interest appurtenant to the newly created units shall equal the common interest appurtenant to the original unit; (iii) consolidate two or more units into a single unit; (iv) convert limited common elements appurtenant to and physically adjacent to the unit to a part of the unit; and (v) equitably reapportion common interests appurtenant to such units if appropriate to reflect such changes. Seller has also reserved the right to redesignate any limited common elements appurtenant to a unit which it owns as (1) being general common elements of the Condominium; or (2) limited common elements appurtenant to another unit or units owned by Seller.

“j. Seller has reserved the right to subdivide, consolidate or jointly develop with the Future Develop Area, resubdivide, and/or withdraw from the operation of the Declaration, all or any portion of the Land underlying, and units in, the Condominium; to enter the Land to do all things necessary or proper to effectuate such subdivision, consolidation, joint development, resubdivision and/or withdrawal, including making surveys to undertake a realignment of boundaries of the Land and to facilitate deletion, addition, relocation, realignment, reservation, designation, grant and receipt of easements and rights for way; to grant, reserve, add, delete, receive, realign and/or relocate easements and rights-of-ways; and relocate or realign any existing easements and rights-of-way over, across and under the Condominium, as appropriate, including any existing utilities, sanitary and storm sewer lines, and cable television lines and connect the same over, across and under the Condominium, provided that such easements and

such relocations and connections of lines do not materially impair or interfere with the use of any unit in the Condominium as then constituted.

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

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

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

“b. **The Declaration and the Condominium Map as the Only Description of the Unit and Condominium.** Buyer acknowledges that this sale of the Unit may be a “pre-sale”, i.e., a sale of a condominium unit in a Condominium which is yet to be built and which has not been completed. Buyer expressly agrees that the description of the Unit, as contained in the Declaration and the Public Report(s), is intended to be the sufficient and the definitive description, as against any other map, artist’s rendering or other descriptive document. The Unit, therefore, is being purchased with reliance solely on the description contained herein, in the Declaration and Public Report and on the Condominium Map (without regard to any other portions of the plans and specification of the Condominium), as hereinafter set forth. Buyer acknowledges that the version of the Condominium Map on file at the Real Estate Commission at the time of the issuance of a Public Report may be a preliminary version and that the final version of the Condominium Map will be filed with the Real Estate Commission and recorded in the Recording Office after issuance of the Public Report. Buyer agrees to accept modifications in the specifications and design both before and after the Effective Date as long as the overall value of the Property is maintained. Buyer is aware that in the course of construction, changes will be made to plans and specifications, and acknowledges Seller’s rights to make such changes both before and after the Effective Date, in Seller’s discretion, subject only to any right to cancellation and refund as may be provided in paragraph E.17 of this Agreement and by Section 514B-87.”

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

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

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

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

8. Manager's Unit. Declarant will own Unit 106 and Unit 108 on the ground floor and lease such Units to the Association for use as the resident manager's and assistant resident manager's apartments, pursuant to a standard rental agreement for each such Unit for five (5) years at a rent of \$1,400.00 per month for Unit 106 and \$1,100.00 per month for Unit 108, which rental will be a common expense of the Association. Thereafter, the lease will be a month to month rental.

9. Visitor Parking Stalls. Declarant will own Parking unit numbers 102, 103, 104, 105, 106, 107, 108, 109, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130 and 131 on the first level of the Parking Structure, and parking unit number 201 on the second level of the Parking Structure. Declarant will lease such parking Units to the Association for use as visitor parking stalls, subject to payment by the Association, as a common expense of the Association, of the common expenses and other expenses of such units, including the expenses related to maintaining, repairing and replacing any electric vehicle charging station in such parking stalls. Declarant reserves the right to convey such parking units to the Association for use as visitor parking stalls.

EXHIBIT C

Boundaries of Units

The boundaries of the residential units are as follows:

(A) General Common Element	(B) Limited Common Element, appurtenant only to the Unit	(C) Included in the Unit
<p>(i) the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, supports, roofs, and ceilings located within or at the perimeter of or surrounding each unit</p>	<p>(i) lanais shown on the Condominium Map and the interior surface of the glass railings, security fences or other boundaries of such lanais; exterior door frames, exterior pane of windows and window frames and all hardware associated with them designed to serve a single unit, that are located outside the unit's boundaries.</p> <p>The intent is that the interior surface of the lanai's glass railing or security fence is the responsibility of the Owner to maintain as part of the limited common element lanai area and that the exterior surface of the glass railing or security fence remains a General Common Element and the responsibility of the Association to maintain.</p>	<p>(i) all of the walls, window frames and partitions which are not load-bearing and which are within the unit's perimeter or party walls; the entry door; the interior pane of windows; and the glass sliding doors and frames for the lanais.</p>
<p>(ii) any chute, flue, duct, wire, conduit, pipe, vent, shaft, or other utility or service line, enclosed space or fixture (a "Conduit") for wiring, pipes, air exhaust or air conditioning, running through or otherwise within a unit which is utilized for or serves more than one unit or any portion of the common element, even</p>	<p>(ii) any portion of a Conduit that serves only one unit even though it lies partially within and partially outside the boundaries of that unit</p>	<p>(ii) all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the inner decorated or finished surfaces of the elements in column (A)(i), (B)(i) and (C)(i)</p>

(A) General Common Element	(B) Limited Common Element, appurtenant only to the Unit	(C) Included in the Unit
though it lies partially within and partially outside the boundaries of the unit		
	(iii) any shutters, awnings, window boxes, doorsteps, stoops, or other fixtures designed to serve a single unit, that are located outside the unit's boundaries	(iii) all of the fixtures and appliances (if any) originally installed in the unit that serves only that unit and lies completely within the boundaries of that unit.

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

EXHIBIT D

PERMITTED ALTERATIONS OF THE UNITS

1. Paragraph 19 of the Declaration states as follows:

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

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

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

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

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

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

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

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

"c. Connection between Residential Units.

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

"(2) Prior to commencing any such alteration or removal, the unit owner shall provide to the Board (a) a certification in form and content reasonably satisfactory to the Board signed by an architect or engineer duly registered in the State of Hawaii, that such alteration or removal will not adversely affect the structural integrity of the common elements or any other unit in the Condominium, (b) satisfactory evidence that all governmental approvals required for such alteration or removal have been duly obtained, and (C) if the cost of such alteration or removal, as reasonably determined by the Board of Directors, shall exceed the sum of \$25,000.00, the Board of Directors may require that the owner provide evidence satisfactory to the Board of Directors of sufficient financing to complete such alteration or removal or, in lieu thereof, require that the owner obtain a performance and lien payment bond, naming as obligees Declarant and the Board of Directors and the Association and collectively all unit owners and their respective mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such alteration or removal. Such alteration or removal may be undertaken without the necessity of an amendment to this Declaration or the Condominium Map and, except as otherwise provided in this paragraph 19, without the consent or joinder of the Association, the Board, Declarant or any other person.

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

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

“d. Removal of Certain Trees Prohibited. Except as otherwise provided in this Declaration or the Act or the Land Use Permits (defined in 33 below) or as otherwise required by law, neither the Association nor any unit owner shall remove any of the eleven (11) trees (the “Designated Trees”) on the Condominium shown on the Condominium Map, without in every such case: (a) replacing the same with the same type of tree that is of comparable size and caliper and otherwise meeting the requirements of the Land Use Permits (a “Comparable Tree”), in which case such replacement Comparable Tree shall become a Designated Tree; and (b) obtaining the prior consent of seventy-five percent (75%) of the unit owners, together with the prior written consent of all mortgagees of record. Notwithstanding the foregoing, the Association, acting through the Board, may remove a Designated Tree and replace it with a Comparable Tree without such consent if the Designated Tree is a hazard to the public safety or welfare, or if a Designated Tree is dead, diseased or otherwise irretrievably damaged. The Association may also remove a Designated Tree and replace the same with a different tree if the Association obtains the prior consent of sixty-seven percent (67%) of the unit owners, together with the prior written consent of all mortgagees of record, and such removal and replacement meets the requirements of the Land Use Permits. Upon any such permitted removal without replacement by a Comparable Tree, the Association or unit owner, as the case may be, shall file an amendment to this Declaration describing such removal or replacement and amending the Condominium Map to show such removal or replacement. Such amendment shall be signed by the Association or the unit owner, as the case may be, and approved by the Board of Directors or Declarant, and no consent or joinder of any other unit owner or person shall be required.”

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

“f. Declarant’s Rights. Nothing in this Section 19 shall restrict Declarant's rights to make any alterations to any unit owned by Declarant or any limited common elements appurtenant only to units owned by Declarant without the consent of the Board or any other unit owner, as more fully provided in Section 31.”

EXHIBIT E

COMMON ELEMENTS

Paragraph 5 of the Declaration states as follows:

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

“a. The Land in fee simple.

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

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

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

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

“f. All driveways and driveway ramps, loading and service areas, parking stalls (except the Parking Units) the auto wash area in the Parking Structure and the Parking Structure.

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

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

“i. All mechanical, electrical and air conditioning equipment originally installed and located within any pump room, mechanical room, fire control room, transformer room or electrical room or located elsewhere in the Condominium (whether or not utilized for or serving only one unit).

“j. The eleven (11) corner storage areas on Levels 1, 2, 3, 4, 9 and 10 of the Parking Structure.

“k. The Condominium name sign on South Street and the sign located at Kawaiahao Street regarding the availability of monthly parking and their lights.

“l. The limited common elements described below.

“The common elements that are not limited common elements are sometimes referred to as ‘general common elements’”.

EXHIBIT F

LIMITED COMMON ELEMENTS

Paragraph 6 of the Declaration states as follows:

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

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

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

“c. “All limited common elements described in Section 4(a), Column (B).

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

” e. The eight (8) corner storage areas on Levels 5, 6, 7 and 8 of the Parking Structure shall be limited common elements appurtenant to and reserved for the exclusive use of Unit 106, subject to the right of the Declarant to convert any or all of the storage areas to a general common element as set forth in Section 31.e of this Declaration.

“f. The area enclosed by the fence adjoining the lanais of Unit 113 and Unit 114 shall be a limited common element appurtenant to and reserved for the exclusive use of Unit 113 and Unit 114, provided, however, that the Managing Agent (defined in Section 12 below) shall have access to such area for maintenance purposes, including without limitation, window washing and groundskeeping. The cost of maintaining and repairing such enclosed area will be a common expense of the Association (defined below) as a whole.

“g. The area enclosed by the fence adjoining Unit 106, Unit 108 and Unit 110 shall be a limited common element appurtenant to and reserved for the exclusive use of Unit 106, Unit 108 and Unit 110, provided, however, that the Managing Agent shall have access to such area for maintenance purposes, including without limitation, window washing and groundskeeping. The cost of maintaining and repairing such enclosed area will be a common expense of the Association as a whole.”

EXHIBIT G

SPECIAL USE RESTRICTIONS

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

“Notwithstanding anything to the contrary contained herein, lessees of the parking units or limited common element parking stalls will not, by reason of their right to use the parking units or stalls: (a) have access to the Residential Tower except to enter the lobby area of the Residential Tower for access to the Manager’s office and Security office only; nor (b) have access to or use of the meeting room in the Parking Structure.”

2. Number of Occupants. Except for any violation of occupancy limits imposed by any law or regulation, there will not be minimum or maximum occupancy limits for the residential units in the Project. However, the maintenance fee for each two bedroom residential unit, one bedroom residential unit and studio residential unit have been calculated based upon the assumption that a two bedroom residential unit would be occupied by not more than five (5) persons, and a one bedroom residential unit would be occupied by not more than three (3) persons and a studio residential unit would be occupied by not more than two (2) persons. For this reason, in the event a two bedroom residential unit shall be occupied by more than five (5) persons or a one bedroom residential unit shall be occupied by more than three (3) persons or a studio residential unit shall be occupied by more than two (2) persons, the Association, through the Managing Agent, may charge an excess occupancy charge for such residential unit by that amount which represents the increased expenses to the Project resulting from such additional occupants, which amount shall be calculated as follows:

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

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

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

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

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

3. Smoking Prohibition. Article V, Section 7.y of the Bylaws states as follows:

“No smoking of any substance, including, but not limited to, cigarettes, smokeless cigarettes, pipes, and cigars, is permitted throughout the Condominium, including the units and lanais. The Board shall have the authority to adopt or amend house rules and policies pursuant to Article V, Section 9 of these Bylaws to fully implement and enforce this provision. Except to the extent required by law, this prohibition on smoking shall not be deleted without the affirmative vote or written consent of seventy-five percent (75%) of the common interest.”

Also, Article V, Section J of the House Rules states as follows:

“J. No smoking of any substance, including, but not limited to, cigarettes, smokeless cigarettes, pipes, and cigars, is permitted throughout the Condominium, including the units and lanais.

“Any unit owner or such owner’s occupant who violates such provision, shall be given a warning for a first offense. In the event that the violation shall continue after the issuance of the warning, such unit owner or such owner’s occupant shall be subject to a fine for each offense in an amount determined by the Association, which fine shall be levied against such unit owner. Any and all fines, charges, costs and expenses required to be paid by or imposed against any unit owner or such owner’s occupant pursuant to this paragraph V.J but unpaid, shall constitute a lien in favor of the Association against such unit owner’s unit and shall be enforceable as provided in the Declaration and the Bylaws.”

4. Pets. See Exhibit “N” below for Information Regarding Pets.

EXHIBIT "H"

Encumbrances Against Title

- I. It is anticipated that the following shall be encumbrances against title at the time of conveyance to unit owners:
 1. Mineral and water rights of any nature in favor of the State of Hawaii.
 2. A 30-ft. Corner Rounding Setback Line at the corner of Kawaiahao Street and South Street, as shown on the survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated May 23, 2005, updated August 6, 2012.
 3. Condominium Map No. 5156 recorded in Bureau of Conveyances of the State of Hawaii ("**Bureau**"), as the same may be amended.
 4. The benefits and the burdens of the restrictions, covenants, agreements, obligations, conditions, easements and other provisions, and any and all easements appurtenant to or encumbrances on said apartment, and said common elements, as created by, referred to or set forth in: (a) that certain Declaration of Condominium Property Regime of 801 South St dated February 19, 2013, recorded in the Bureau as Document No. A-47980908, as amended by that certain First Amendment to Declaration of Condominium Property Regime, Bylaws, and Condominium Map No. 5156 of 801 South St dated May 28, 2013 and recorded in said Bureau as Document No. A-48960750 ("**First Amendment**"), as amended by that certain Second Amendment to Declaration of Condominium Property Regime and Bylaws of 801 South St dated February 25, 2015, recorded in the Bureau as Document No. A-55350714 ("**Second Amendment**"), as the same may be amended (collectively, the "**Declaration**"), and (b) the Bylaws of the Association of Unit Owners of 801 South St dated February 19, 2013, recorded in said Bureau as Document No. A-47980909, as amended by the First Amendment and the Second Amendment, as the same may be amended (collectively, the "**Bylaws**"), and in all rules and regulations which from time to time may be duly promulgated pursuant to said Declaration and Bylaws, which conditions are and shall constitute covenants running with the land and equitable servitude to the extent provided by law and set forth in said instruments.
 5. Agreement dated March 11, 2013, recorded in the Bureau as Document No. A-48200777.
 6. Any and all easements encumbering the unit herein mentioned, and/or the common interest appurtenant thereto, as created by or mentioned in said Declaration, and/or in said Bylaws, and/or as delineated on said Condominium Map.
 7. Declaration of Easement Rights dated May 9, 2014, recorded in the Bureau as Document No. A-52420591 ("**Declaration of Easement Rights**").

II. The encumbrances against title appearing in the title report dated March 9, 2015, issued by Title Guaranty of Hawaii, Inc. are as follows:

1. Real Property Taxes, if any, that may be due and owing.
2. Mineral and water rights of any nature in favor of the State of Hawaii.
3. A 30-ft. Corner Rounding Setback Line at the corner of Kawaiahao Street and South Street, as shown on the survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated May 23, 2005, updated August 6, 2012.
4. Declaration. (See I.4 above).
5. Bylaws. (See I.4 above).
6. Agreement dated March 11, 2013, recorded in the Bureau as Document No. A-48200777.
7. Mortgage, Security Agreement and Fixture Filing dated May 15, 2013, recorded in the Bureau as Document No. A-48830325.
8. Assignment of Lessor's Interest in Leases and Rents, dated May 15, 2013, recorded in the Bureau as Document No. A-49060252.
9. Assignment of Sales Contracts and Sales Proceeds dated May 15, 2013, recorded in the Bureau as Document No. A-49060253
10. Financing Statement recorded June 7, 2013, recorded in the Bureau as Document No. A-49060254.
11. Declaration of Easement Rights. (See I.7 above).
12. Any claim or boundary dispute which may exist or arise by reason of the failure of the DECLARATION OF EASEMENT RIGHTS, dated May 9, 2014, recorded as Document No. A-52420591, referred to in Schedule C to locate with certainty the boundaries of non-exclusive easements for driveway and pedestrian access purposes on, over across the common elements of the Parcel 4 Condominium as are designed, set aside, constructed, maintained and authorized for such purposes of driveways and pedestrian access over the completed driveways, walkways, residential tower lobby and parking garage lobby in the general locations shown on Exhibit C, described in said instrument.
13. Encroachments or any other matters as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated May 23, 2005, updated on August 6, 2012.

14. Encroachments or any other matters which a survey prepared after August 6, 2012 would disclose.
15. 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 I

Estimate of Initial Maintenance Fees

Buyers become obligated to pay maintenance fees upon closing.

Monthly Fee \$168,501.42

Unit No. or Type	A	B	C	D	E	A X D
	Common Interest	Initial Monthly per Unit x 12 =	Initial Annual for Type x	No. of Units =	Total Annual	Total Common Interest per Unit Type
Studio	0.0011000000	\$185.35	\$2,224.00	90	\$200,180.00	0.0990000000
1 Bedroom	0.0014798893	\$249.36	\$2,992.00	271	\$810,930.00	0.4010500003
2 Bedroom/2 Bath	0.0018643261	\$314.14	\$3,770.00	183	\$689,855.00	0.3411716763
2 Bedroom/1.5 Bath	0.0017975926	\$302.90	\$3,635.00	45	\$163,564.00	0.0808916670
Unit 106	0.0016444804	\$277.10	\$3,325.00	1	\$3,325.00	0.0016444804
2 Bedroom/1 Bath (except Unit 106)	0.0016444928	\$277.10	\$3,325.00	45	\$149,634.00	0.0740021760
Parking Unit	0.0000080000	\$1.35	\$16.00	280	\$4,529.00	0.0022400000
Total		n/a	n/a	915	\$2,022,017.00	1.0000000000

PROJECTED MONTHLY BUDGET
801 South St

As of December 27, 2012

Monthly Cost Yearly Total Comments

Estimate of Initial Maintenance Fees

Category	Monthly Cost	Yearly Total	Comments
Utilities and Service			
Electricity	\$103,688	\$1,244,250	Current Estimate = \$23,156. Total Electricity = \$29,450 + \$14,426
Electricity Reimbursement	(\$76,200)	(\$914,400)	Bill rate change is 20% of electricity cost. It is estimated that the average unit electricity charge is \$150/mo. of \$125
Water	\$12,055	\$144,780	Average \$1,173
Sewer	\$40,640	\$487,680	2013 CC sewer charges = \$1,173/mo x 325 units
Refuser/Recycling	\$5,833	\$70,000	Service 7 days a week
Telephone	\$958	\$11,500	8 Phone lines (600hr./line, security, management, fire dept, etc., 1 phone line for each building)
TV Cable	\$120	\$1,440	Cable TV for lobby and handicapped
Internet	\$80	\$720	Internet for lobby
Submetering	\$3,810	\$45,720	\$3 per unit charge for reading and analyzing the electrical submeter systems
Maintenance, Repairs, Supplies			
R&M Building	\$1,000	\$12,000	General maintenance of the common areas
R&M Ground	\$1,500	\$18,000	Landscaping services at \$120/mo
Elevator Maint	\$5,000	\$60,000	3 elevators @ \$2000/mo (next 3 months free) + \$2000 annual inspection fee.
Building Supplies	\$1,588	\$19,056	Cleaning, office, maintenance supplies
Ground Supplies	\$25	\$300	includes landscaping and irrigation supplies
Window Cleaning	\$1,250	\$15,000	Window cleaning service twice a year.
Fire Systems Maint	\$1,146	\$13,750	Testing of fire alarm system, inspection of emergency lights and boxes
Booster Pump Maint.	\$98	\$1,180	Inspection and service of booster pump
Management			
Administrative Exp	\$1,588	\$19,056	includes but not limited to: postage, internet access, supplies
Property Management	\$5,833	\$70,000	For local and physical management services
Payroll - Res Mgr	\$4,583	\$55,000	part salary
Lodging - Res Mgr	\$1,400	\$16,800	12 months @ \$140/mo for a 2BR unit
Payroll - Assist Mgr	\$3,000	\$36,000	1 Assistant Manager
Lodging - Assist Mgr	\$1,100	\$13,200	Lodging for 1 Assistant Manager for 1BR Unit @ 1,100/mo
Payroll - Maintenance	\$10,000	\$120,000	3 employees @ \$2000/year
Payroll - Office	\$5,000	\$60,000	2 employees @ \$2500/year
Security	\$17,520	\$210,240	3 guards per shift @ \$1800, 18 hour days
Insurance			
Insurance - Medical	\$5,040	\$60,480	8 employees @ \$680 per employee per month
Insurance - W/C	\$873	\$10,476	Based on average floor plate insurance
Insurance - Other	\$208	\$2,500	TD and D & O
Insurance - Package	\$14,777	\$177,325	Based on estimate from Atlas Insurance Agency for Property, Liability, Umbrella, Surety, Fidelity, etc.
Other			
Accounting/Auditing	\$442	\$5,300	Annual Audit, cash verification, tax return
Legal Fees	\$208	\$2,500	Legal fees for general matters
GE Tax	\$1,000	\$12,000	UIC, etc.
Payroll Tax	\$1,820	\$21,843	Approximately 1.15%
Taxes - Other	\$275	\$3,300	Federal and state year end tax
Furniture, Fix & Equipment	\$138	\$1,650	Office & maintenance equipment
Fees, Licenses, Education	\$208	\$2,500	Education
Travel Expense	\$21	\$250	Education

Miscellaneous	\$1,506	\$18,075	Estimate
Advertising	\$80	\$960	Planning 10%
Visitor Stall Rental	\$792	\$9,500	30 Stall Rental for Property The @ 300/week x 12 months x 10% = \$3,600
Parking Maintenance Fee	\$1,350	\$16,200	6% of Parking Revenue
Sub-Total	\$181,343	\$2,176,119	
Reserves (*)	\$11,030	\$132,360	Developer will provide \$100,000 to the Association if the building is completed within first 7 years
Additional Income			
Late Fee	\$278	\$3,338	1% of the unit's delinquent amount
Parking	\$22,500	\$270,000	Average 225 units at \$120/hrs for 1st year, Comp. in Block A @ \$141/hrs, Block B @ \$110/hrs, 215 R. Reg @ \$160/hrs
Interest Income	\$316	\$3,795	Estimate
Miscellaneous (Rec Room Fee)	\$150	\$1,800	\$200/10 units
Pet Registration Fee	\$59	\$708	Estimate
Pet Waste Fee	\$28	\$340	\$1/week/yr/ct
Bike/Surboard Locker Fee	\$540	\$6,480	100% occupancy, 6 Storage rooms x 42 lockers and 60 bikes, each @ \$50/yr
Total	\$168,501	\$2,022,017	

Deas Remadass, as agent and employed by Hawaiian Properties, Ltd., the condominiums managing agent, for the proposed condominium project 601 South St., hereby certifies that the above estimates of initial maintenance fee assessment and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles. These estimates are based on 2012 amounts and do not account for inflation, future rate increases, utility increases, etc. Therefore, Hawaiian Properties, Ltd., its agents, employees, etc. shall not be liable for any future claims regarding the use of these estimates.

(*) Pursuant to 514B-146.7b, Hawaii Revised Statutes, a new association need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting. The budget amount for the Reserves is an estimate only based on information provided by the developer.

Hawaiian Properties, LTD.
 BY: *[Signature]*
 its President

EXHIBIT J

Summary of Certain Pertinent Provisions of the Sales Contract and Workforce Housing Program

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

1. The "Effective Date" of the Contract is the date it becomes binding on Seller and Buyer. The Contract is not binding on Seller until (i) it is executed by Seller and Buyer and (ii) it has become binding on Buyer in accordance with Section E.3.c of the Contract. The Contract is not binding on Buyer until the procedures in Section C.6 (if applicable) and Section E.3.c have been completed. Until the Effective Date for the Contract, the Contract will be only a nonbinding Reservation Agreement and Seller shall have no obligation to sell and Buyer shall have no obligation to buy the Unit, and the Contract may be terminated at any time, with or without cause, at the option of either party, by written notice of such termination to the other party.

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

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

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

5. Buyer is obligated to purchase the Property and make all required payments at the required times as set forth in the Contract. If Buyer requires financing in order to complete Buyer's purchase, Buyer shall, within five (5) business days after the date of execution of the Contract by Buyer, apply for mortgage financing from a mortgage lender of Buyer's choice, promptly sign and deliver all documents and diligently take all steps necessary to qualify and obtain the required financing, and deliver to Seller, within fifty (50) calendar days after Seller's

acceptance of the Contract, an originally executed copy of a notification of loan approval or mortgage commitment.

6. Seller shall have the right to cancel the Contract if (a) Buyer's application or eligibility for a mortgage loan is rejected by a mortgage lender or mortgage lenders, or Buyer's loan approval or mortgage commitment is not approved within the fifty (50) calendar day period; (b) Buyer fails to supply Buyer's proposed mortgage lender with full financial information or fails to supply Seller with the required Cash Evidence; (c) Buyer, after having had a loan approval or mortgage commitment disapproved by Seller, is thereafter unable to have such approval or commitment modified or revised to the satisfaction of Seller within thirty (30) business days thereafter; (d) Seller, in its sole discretion, after reviewing the written Cash Evidence submitted to Seller or Buyer's mortgagee, as the case may be, by Buyer, determines that Seller is not satisfied as to Buyer's ability to make the cash deposit payments; or (e) Seller is unable to sell at least seventy percent (70%) of the units in the Condominium to Owner-Occupant Purchasers as is required by Seller's lender and Buyer does not intend to be an Owner-Occupant of the Unit. This Seller's right to cancel the Contract shall expire if it has not been exercised by Seller prior to the Effective Date of the Contract.

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

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

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

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

11. Buyer specifically acknowledges and accepts certain enumerated conditions regarding on-going marketing of the Condominium stated in the Contract as well as any inconvenience or annoyance which Buyer may experience as a result of such conditions, and

expressly waives any rights, claims or action which Buyer might otherwise have against Seller or third parties as a result of such circumstances.

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

13. Buyer specifically acknowledges and agrees that the Declaration of Condominium Property Regime for 801 South St contains reservations of certain rights and certain other provisions under which Buyer consents to certain actions by Seller and others, as more particularly described in the Contract and the Declaration.

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

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

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

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

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

OF THE SALES CONTRACT SHALL OVERRIDE THE PROVISIONS OF THIS SUMMARY.

Workforce Housing Program.

1. Section II of Development Permit No KAK 12-109 issued by the Hawaii Community Development Authority ("HCDA") on December 5, 2012 (the "**HCDA Development Permit**"), requires that Developer "shall designate no less than 75% of the residential units in the Project as workforce housing units for purchase by families earning one hundred forty percent (140%) or less of the AMI. During its initial sixty (60) day sales period, [Developer] shall only enter into sales contract for purchase of workforce housing units with owner-occupant buyers whose family incomes are one hundred forty percent (140%) or less of the AMI. Following the expiration of the initial sixty (60) day sales period, while [Developer] shall still give preference to owner-occupant buyers whose family incomes are one hundred forty percent (140%) or less of the AMI, [Developer] may sell any of the designated workforce housing units to any buyer regardless on [sic] household income."

As required by the HCDA Development Permit, no less than 75% of the residential Units in the Property are designated as workforce housing units (the "**Workforce Housing Units**"). During its initial sixty (60) day sales period, Developer shall only offer for sale and enter into agreements for purchase of Workforce Housing Units with Qualified Income Purchasers who are also owner-occupant purchasers.

Under the Kakaako Reserved Housing Rules, "**area median income**" or "**AMI**" means the area median income (AMI) for Honolulu that is provided to Fannie Mae by the Federal Housing Finance Agency. The term "**household income**" means the total income, before taxes and personal deductions, received by all members of the applicant's household, including, but not limited to, wages, social security payments, retirement benefits, unemployment benefits, welfare benefits, interest and dividend payment." Hawaii Administrative Rules ("**HAR**") 15-218-5.

2. In addition to the Sales Contract, a Buyer who may qualify as an owner-occupant purchaser who is also a Qualified Income Purchaser (as defined below), must complete an Owner-Occupant Affidavit (the "**Owner-Occupant Affidavit**"), and other documents to confirm that such purchaser is as Qualified Income Purchaser. In addition to the Sales Contract, a Buyer who may qualify as an owner-occupant purchaser who is not a Qualified Income Purchaser, must complete the Owner-Occupant Affidavit.

The term "**Qualified Income Purchaser**" means a buyer whose annual household income (including the income of all members of such buyer's household) is 140% or less of the area median income (adjusted for family size) as most recently determined by the Federal Housing Finance Agency.

3. The Owner-Occupant Affidavit includes the following:

The term "**owner-occupant**" as used herein, means any individual in whose name sole or joint legal title is held in a residential unit that, simultaneous to such ownership, serves as the

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

EXHIBIT K

Summary of Certain Pertinent Provisions of the Escrow Agreement

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

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

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

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

4. Subject to certain provisions of the Escrow Agreement, upon the written request of Seller, Escrow shall make disbursements from the escrow fund to pay for construction costs and to pay for architectural, engineering, finance, and legal fees and other incidental expenses of the Project. The balance of all escrow funds shall be paid to Seller, on order, after the lapse of forty-six (46) days from the filing of the affidavit of publication of notice of completion in the office of the clerk of the circuit court where the Condominium is located, provided that if any notice of mechanics' or materialmen's liens have been filed, the funds shall be disbursed only when such liens have been cleared or sufficient funds have been set aside to cover such claims.

5. A Purchaser shall be entitled to a return of funds and Escrow shall pay such funds to such Purchaser, together with any interest which may have accrued to the credit of such Purchaser, if any one of the following has occurred: (a) Seller and the Purchaser shall have

requested Escrow in writing to return to the Purchaser the funds of the Purchaser held thereunder by Escrow; or (b) Seller shall have notified Escrow of Seller's exercise of the option to cancel or rescind the Sales Contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller where such option or request of cancellation or rescission is not based upon a default by the Purchaser under the Sales Contract; or (c) the Purchaser has exercised such Purchaser's right to cancel the contract pursuant to Section 514B-86 or Section 514B-89, Hawaii Revised Statutes, as amended; or (d) the Purchaser has exercised such Purchaser's right to rescind the contract pursuant to Section 514B-87, Hawaii Revised Statutes, as amended, or (e) the Purchaser has exercised such Purchaser's right to cancel the Sales Contract (i) at any time before Purchaser has signed a Confirmation Agreement for the conversion and ratification of the Sales Contract to a legally binding purchase contract or (ii) pursuant to the Interstate Land Sales Act in any manner permitted by the same.

A Purchaser shall be entitled to a return of funds and Escrow shall pay such funds to such Purchaser, without interest pursuant to chapter 514B, Part V, Hawaii Revised Statutes, if Seller or the Purchaser shall so request in writing and the prospective Purchaser has not obtained adequate financing, or a commitment for adequate financing, by a date specified in the Sales Contract.

6. Escrow shall give each Purchaser entitled to a return of funds notice thereof by registered, certified or regular mail, postage prepaid addressed to such Purchaser at the Purchaser's address shown on the Sales Contract or any address later made known in writing to Escrow by such Purchaser. If such Purchaser shall not have claimed such refund, Escrow shall escheat such unclaimed funds pursuant to Chapter 523A of the Hawaii Revised Statutes. Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such Purchaser.

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

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

EXHIBIT L

CONSTRUCTION WARRANTIES AND WAIVERS

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

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

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

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

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

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

“e. Waiver of Certain Construction and Design Claims. Buyer acknowledges that the insurance coverage costs and premiums for the construction of new high-rise, residential condominium projects have skyrocketed throughout the nation over the last

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

“(i) any loss, injury or damage to person or property, including court costs and attorneys' fees (singularly and/or collectively, “Damages”) relating to or resulting from the construction of the Condominium in excess of \$10 million, in the aggregate with all other Claims or Damages of any other unit owner, association or other person; and

“(ii) any Damages in excess of the greater of the applicable Single Maximum Design Damages or Total Maximum Design Damages, in the aggregate with all other Claims or Damages of any other unit owner, association or other person, relating to or resulting from the work of any architect and/or other design consultant of the Condominium. As used herein “Single Maximum Design Damages” shall mean Damages equal to the fees of the architect(s) and/or other design consultant(s) whose work is the subject of the Claim, and “Total Maximum Design Damages” shall mean Damages equal to 1,500,000.

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

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

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

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

“Notice of Contractor’s Right to Resolve Alleged Construction Defects Before a Claimant may Commence Litigation Against the Contractor.”

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

3. Section 30 of the Declaration states as follows:

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

“a. any loss, injury or damage to person or property, including court costs and attorneys’ fees (singularly and/or collectively, “**Damages**”) relating to or resulting from the construction of the Condominium in excess of \$10 million, in the aggregate with all other Claims or Damages of any other unit owner, association or other person; and

“b. any Damages in excess of the greater of the applicable Single Maximum Design Damages or Total Maximum Design Damages, in the aggregate with all other Claims or Damages of any other unit owner, association or other person, relating to or resulting from the work of any architect and/or other design

consultant of the Condominium. As used herein "Single Maximum Design Damages" shall mean Damages equal to the fees of the architect(s) and/or other design consultant(s) whose work is the subject of the Claim, and "Total Maximum Design Damages" shall mean Damages equal to \$1,500,000.

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

EXHIBIT "M"

Information Regarding Parking

(a) The Condominium will have nine hundred fifteen (915) parking stalls located within the Parking Structure of the Condominium, as described in the Declaration and at Section 1.4 of the Public Report.

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

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

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

“(b) Any provision of this Declaration to the contrary notwithstanding, unit owners shall have the right to change the designation of parking stalls which are appurtenant to their respective units by amendment of this Declaration and the respective unit deeds to show the new numbers of the parking stalls appurtenant to such units and to delete the numbers of the old parking stalls; provided, however, that each unit shall at all times have at least one (1) parking stall as an appurtenant limited common element. Parking stalls in the Condominium that are not parking units can only be owned by owners of residential units in the Condominium as limited common elements appurtenant to their residential units. Parking units (other than the Visitor Parking Units defined in section 10.b below) can only be owned by owners of residential units in the Condominium. The Visitor Parking Units can be owned by Declarant, whether or not Declarant owns any residential units in the Condominium, and can be transferred by Declarant to Association as set out in Section 31.e below.”

(d) Paragraph 9.d of the Declaration states in part as follows:

“(d) Any provision of Section 21 or other provisions of this Declaration to the contrary notwithstanding, so long as Declarant is the owner of all units in the Condominium, Declarant reserves the right, in Declarant’s sole and absolute discretion, and without the joinder or consent of any other person holding any right or interest in the Condominium, to amend this Declaration and the Bylaws, including amend and restate this Declaration and/or the Bylaws in their entirety, to change any or all of the parking units to limited common elements appurtenant to the residential units and ratably allocate the common interest appurtenant to such parking units to the residential units, whereupon all references in the Declaration to such parking units shall become references to such limited common element parking stalls.”

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

“d. Except as provided in this Section 10.d, the following thirty (30) parking units (the “**Visitor Parking Units**”) shall be used as visitor parking stalls for the Condominium,

subject to payment by the Association as a whole of the common expenses and other expenses of such parking units, including the expenses related to maintaining, repairing and replacing any electric vehicle charging station in such parking units: Parking unit numbers 102, 103, 104, 105, 106, 107, 108, 109, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130 and 131 on the first level of the Parking Structure, and parking unit number 201 on the second level of the Parking Structure. Any provision of this Section 10.d or other provisions of this Declaration to the contrary notwithstanding, Declarant reserves the right, in Declarant's sole and absolute discretion, not to use any Visitor Parking Unit owned by Declarant as a visitor parking stall, if the Association fails to pay the expenses of such parking units.

“i. Any provision of this Declaration to the contrary notwithstanding, a residential unit owner may lease the right to use the limited common element parking stall that is appurtenant to such residential unit or any parking unit owned by such owner to occupants of the Condominium on a monthly basis, subject to any Parking Pool or other provisions of the House Rules, the Bylaws of the Association and this Declaration, and on the further condition that such unit owner must notify the Managing Agent of the identity of the lessee together with such lessee's vehicle description, and length of anticipated use and such other information as the Managing Agent shall reasonably request. The owner of such residential unit or parking unit (other than Declarant) may lease such owner's parking stall or parking unit only to occupants of the Condominium.

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

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

Rental Income to Declarant before any parking rental income is payable to any other owner in the parking rental program.

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

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

“Use of Parking Stalls. To the extent allowed by law, the use of the parking units and parking stalls which are appurtenant to each of the residential units will be governed by the provisions of the House Rules. The Declarant has established a common parking plan in the House Rules for the benefit of the Association and the individual unit owners. The parking plan may be disbanded by the Association by a vote of seventy-five percent (75%) of the residential unit owners. The residential units used by the resident manager and assistant resident manager of the Condominium shall have the reserved use of the parking stall that is a limited common element appurtenant to such units. The Visitor Parking Units (defined in Section 10.d above) may be used by the visitors of the residential unit owners and occupants, subject to the provisions of the House Rules, and subject to payment by the Association as a whole of the common expenses and other expenses of such units, including the expenses related to maintaining, repairing and replacing any electric vehicle charging station in such parking stalls.”

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

“H. To the extent allowed by law, the use of each parking unit (except the parking units owned by Declarant and the Visitor Parking Units) and each parking stall appurtenant to each residential unit as limited common elements (except for the parking stall appurtenant as a limited common element to Unit 106 and Unit 108 [(the “**Resident Manager’s Unit**”)]) and except for the parking stalls appurtenant as limited common elements to the residential units owned by Declarant) shall be governed by the rules set forth in this Section IV.H. Such use of the parking units or parking stalls is instituted for the convenience of individual unit owners (except for the Declarant and the owner of the Resident Manager’s Unit who are not required to participate in the system established in this paragraph IV.H) and the Association of Unit Owners as a whole. The use of the parking stalls in the Parking Pool (as hereinafter defined) shall be in accordance with the following rules:

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

Parking Pool for every parking stall that is a limited common element appurtenant to that unit and each parking unit shall have the right to use one parking stall in the Parking Pool (the “**Entitled Amount of Parking Stalls**”).

- “2. An access card to the Parking Pool stalls shall be issued by the Association to each unit owner who shall be a member of the Parking Pool. The unit owner shall be issued one access card for each Entitled Amount of Parking Stall appurtenant to such owner’s unit for parking 24 hours per day/7 days per week (“*24/7 Access Card*”). No access card will be issued for any Visitor Parking Unit so long as it is a Visitor Parking Unit. For parking in the Parking Structure, such 24/7 Access Card may be programmed to include access through automobile entry/exit gates, pedestrian doors to the service area driveway, Parking Structure staircase, ground level and lobby bathroom door. The additional access cards for the rental programs described in paragraphs IV.H.8 and IV.H.11 below may be programmed for access through the same gates and doors. The Board and/or Managing Agent shall adopt procedures governing the issuance and use of such access cards including, without limitation, charges for the issuance or reissuance of such cards.
- “3. Parking in the Parking Pool area shall be on an unassigned basis. Parking Pool participants shall be allowed to park in any parking stall that is part of the Parking Pool, up to the Entitled Amount of Parking Stalls, regardless of the actual ownership of the parking stall.
- “4. The Association, through the Board and the Managing Agent, reserves the right to require that motor vehicles that are parked in the Parking Pool and used infrequently be moved to other stalls in the Parking Pool area.
- “5. Compact motor vehicles and motorcycles may only be parked in stalls designated as compact stalls, except that compact motor vehicles may be parked in regular stalls on the 9th, 10th and 11th levels of the Parking Structure. Larger vehicles may only be parked in regular stalls. The Board, in its sole discretion, shall determine what constitutes a compact motor vehicle. Violation of this section IV.H.5 shall result in a one dollar (\$1.00) per day fine or such other fines and remedies as set out in Section X below.
- “6. All motor vehicle owners in the Parking Pool who will not use or move their motor vehicles for a period of one week or more must have the permission of the Board or the Managing Agent to do so. The Board or the Managing Agent may elect, at its sole discretion, to have the vehicle moved to another stall in the Parking Pool area.
- “7. Subject to these House Rules, the Bylaws of the Association and the Declaration, (a) a residential unit owner may license such owner’s right to

use a parking stall in the Parking Pool (24 hours per day/seven days per week) to another resident of a residential unit in the Condominium, on the condition that the person or persons assigned such right shall abide by these House Rules, and the owner shall assume the responsibility for the user's conduct; and (b) and a Commercial Unit owner, if any, may license such owner's right to use a parking stall in the Parking Pool (24 hours per day/seven days per week) to another occupant of a Commercial Unit in the Condominium, on the condition that the person or persons assigned such right shall abide by these House Rules, and the owner shall assume the responsibility for the user's conduct. A unit owner or such owner's designated agent must notify the Managing Agent of the identity of the licensee together with such licensee's vehicle description, and length of anticipated use and such other information as the Managing Agent shall reasonably request. All such licensed parking rights (herein, the "**24/7 Parking Rental Program**") shall be: (a) on a monthly basis (no daily basis) at market rates (initially, \$175 per month per vehicle), (b) cancellable with forty-five (45) days prior notice from the owner, and (c) licensed by the Managing Agent with rents collected by the Managing Agent, as agent for the owner. The Managing Agent is to be paid a monthly fee equal to six percent (6%) of the rental income from the rental of parking stalls under the 24/7 Parking Rental Program. To the extent Declarant's parking stalls are available for rental in the 24/7 Parking Rental Program, the Managing Agent shall give priority to such Declarant's parking stalls. The initial form of the rental agreement for the 24/7 Parking Rental Program is attached hereto as Exhibit E, and is subject to change from time to time as determined by the Managing Agent or the Board.

- “8. The Parking Pool system shall be designed so that, to the extent of the unit owners' Entitled Amount of Parking Stalls, parking stalls will be available for use at all times desired by (i) the residents of the residential units in the Condominium, (ii) the employees working at and other occupants of or visitors to the commercial units, if any, in the Condominium, and (iii) the owners of units in the Condominium (or renters from such unit owners).

To the extent parking stalls in the Parking Pool on the top floor of the Parking Structure are not being used by residents or owners of the units in the Condominium and not being used by the owner of the commercial unit(s) pursuant to Section IV.H.11 below, the Association shall institute a program (the "**Resident Night Rental Program**") to permit rental of such unused stalls to residents of the Condominium on a monthly basis at market rents (initially, \$40 to \$60 per month), for a fourteen (14) to sixteen (16) hour period during the hours of 5:00 p.m. to 9:00 a.m. All income from the Resident Night Rental Program operations shall accrue to the Association to reduce maintenance fees.

In addition, to the extent parking stalls in the Parking Pool are not being used by residents or owners of the units in the Condominium and not being used by the owner of the commercial unit(s) pursuant to Section IV.H.11 below, the Association shall institute a program (the “**Parking Rental Program**”) to permit rental of parking units and parking stalls to third parties on a monthly basis (no daily basis) at market rates (initially, (i) \$130 per month for compact automobiles, (ii) \$140 per month for regular sized automobiles, (iii) \$125 per month per car bulk rental rate for rental of fifty (50) to ninety-nine (99) parking stalls to any person for such person's own use, and (iv) \$115 per month per car bulk rental rate for rental of one-hundred (100) or more parking stalls to any person for such person's own use) for a twelve (12) hour period during the hours of 5:00 a.m. to 7:00 p.m. on Monday through Friday excluding holidays determined by the Board.

In addition, for a period of up to one (1) year from the first occupancy of the Condominium, as part of the Parking Rental Program, to the extent parking stalls in the Parking Pool are not being used by residents or owners of the units in the Condominium, the Association shall rent up to one hundred (100) parking units and parking stalls on levels six through 10 of the Parking Structure, to the general contractor of the 801 South St-Building B condominium project on the adjacent Future Development Area (as defined in the Declaration), at a bulk rental rate of \$50 per month per vehicle for parking on an unassigned basis by workers who are working the construction of said 801 South St-Building B condominium project, for a twelve (12) hour period during the hours of 5:00 a.m. to 7:00 p.m. on Monday through Friday excluding holidays determined by the Board.

All income from the Parking Rental Program shall first be paid to the Declarant up to the amount of the Rental Income to Declarant as provided in the Declaration; and the balance of the income from the Parking Rental Program after payment of the Rental Income to Declarant shall accrue to the Association to reduce maintenance fees.

The Managing Agent shall use its best judgment to determine the quantity of parking stalls available for rental and such quantity shall be reviewed by the Board on a monthly basis to confirm that adequate parking is available for use at all times desired by the residents and owners of the units in the Condominium to the extent of their Entitled Amount of Parking Stalls.

The Managing Agent is to be paid a monthly garage administrative fee (the “**Garage Administrative Fee**”) equal to six percent (6%) of the rental income from the rental of parking stalls under the Resident Night Rental Program and the Parking Rental Program. Such Garage Administrative Fee shall be included in every monthly rental agreement.

The initial forms of the rental agreement for the Resident Night Rental Program and the Parking Rental Program are attached hereto as Exhibit "C" and Exhibit "D", respectively, and are subject to change from time to time as determined by the Managing Agent or the Board.

The Board shall also review the rental rates from time to time, but at least annually.

If a Renter under the Resident Night Rental Program or the Parking Rental Program has not paid the required rent to the Managing Agent 10 days after its due date, in addition to other rights and remedies, the Managing Agent shall have the right to have the Renter's vehicle towed from the Parking Structure at the Renter's expense.

- "9. The Association shall have the right to use ten (10) unreserved stalls in the Parking Pool without charge during the hours of 6:00 a.m. to 6:00 p.m. for Condominium employees working at the Condominium during those hours.
- "10. In the event that the Parking Pool system is discontinued, as provided in the Declaration, each residential unit owner will thereafter take possession of the individual parking stall assigned and conveyed with such owner's residential unit and said stall shall be used as a limited common element appurtenant to the designated residential unit, reserved for its exclusive use in a manner not inconsistent with these House Rules, the Bylaws of the Association, the Declaration, or any other rules established by the Association of Unit Owners from time to time. Each parking unit owner will thereafter take possession of the individual parking unit conveyed to such owner and said stall shall be reserved for its exclusive use in a manner not inconsistent with these House Rules, the Bylaws of the Association, the Declaration, or any other rules established by the Association of Unit Owners from time to time.
- "11. All parking units owned by the owner of the commercial unit(s), if any, shall be placed in and used as a part of the Parking Pool as provided in Section IV.H.1 above. The Association will issue to each commercial unit owner one access card to the Parking Structure for each parking unit owned by such owner"

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

- "1. The Declarant shall have the reserved and exclusive use of the parking units owned by Declarant and the reserved and exclusive use of all parking stalls that are appurtenant to residential units owned by Declarant, subject to these House Rules. All Declarant's stalls will be marked "Reserved". The Association will issue to the Declarant one access card to the Parking Structure for each parking unit owned by Declarant and each parking stall appurtenant to a residential unit

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

EXHIBIT "N"

Information Regarding Pets

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

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

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

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

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

"Certified guide dogs, signal dogs, or other animals upon which disabled owners, tenants or guests depend for assistance shall be permitted to be kept by such owners, tenants and

guests in their respective units and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by their owners while present upon the common elements. If such a certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, tenant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Condominium. 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 Condominium for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, tenants or guests.

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

EXHIBIT O

NAMES OF MANAGER/OFFICERS AND MEMBERS OF DEVELOPER

Developer: **DOWNTOWN CAPITAL LLC**, a Hawaii limited liability company

Members of Developer: **SOUTH STREET TOWERS, LLC**, a Hawaii limited liability company
WORKFORCE KAKAAKO LLC, a Hawaii limited liability company (Managing Member)

Members of South Street Towers, LLC:
Tradewind Capital Group, Inc., a Hawaii corporation

Officers of Tradewind Capital Group, Inc.:

Franklin M Tokioka	Chairman
Colbert Matsumoto	President
Bruce M. Nakaoka	Senior Vice President
Scott Kuioka	Vice President/Treasurer
Dana Tokioka	Secretary

Members of Workforce Kakaako LLC:
MH59 LLC, a Hawaii limited liability company (Marshall Hung, Member)
KM1218 LLC, a Hawaii limited liability company (Kenneth T. Matsuura, Member)
Masthead LLC, a Hawaii limited liability company (Vito Galati, Member)
RMH Real Estate, LLC, a Hawaii limited liability company (Ryan Harada, Member)